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No. 18] NEW DELHI, SATURDAY, APRIL 30, 1983/VAISAKHA 10, 1905

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Sec. 3—Sub-Sec. (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

बिधि, ग्याय और कम्पनी कार्य मंत्रालय
(कम्पनी कार्य विभाग)

नई दिल्ली, 14 अप्रैल, 1983

का. जा. 1960 :—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उप-धारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा मैसर्स श्री शिवाकामी मिक्स लिमिटेड, के कथित अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 608/70) के निरस्तीकरण को अधिसूचित करती है।

[संख्या 23/21/79-एम.-३१]

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS

(Department of Company Affairs)

New Delhi, the 14th April, 1983

S.O. 1960.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Sree Sivakami

Mills Ltd. under the said Act (Certificate of Registration No. 608/70).

[No. 23/21/79-M. III]

का. जा. 1981 :—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उप-धारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा मैसर्स बी. रामाकृष्णा सन्स लिमिटेड के कथित अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 768/70) के निरस्तीकरण को अधिसूचित करती है।

[संख्या 16/19/82-एम. 3१]

आई. एल. नागपाल, उप-सचिव

S.O. 1961.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. V. Ramakrishna Sons Limited under the said Act (Certificate of Registration No. 768/70).

[No. 16/19/82-M. III]

I. L. NAGPAL, Dy Secy.

वित्त मंत्रालय

(राजस्व विभाग)

शुद्धि पत्र

आय-कर

नई दिल्ली, 8 अप्रैल, 1983

क्र० आ० 1962 :—भारत सरकार के वित्त मंत्रालय (राजस्व विभाग) की दिनांक 28 जनवरी, 1983 की अधिसूचना सं० 5061 (फा० सं० 398/1/83—आ० क० (ब०)) में, कर वसूली अधिकारी का नाम निम्नानुसार पढ़ा जाये —

के स्थान पर

पढ़ा जाय

श्री एन० के० नेस्ती]

श्री के० एन० नेस्ती

[सं० 5153/फा० सं० 398/1/83—आ० क० (ब०)]

MINISTRY OF FINANCE

(Department of Revenue)

CORRIGENDUM

INCOME-TAX

New Delhi, the 8th April, 1983

S.O. 1962.—In the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 5061 [F. No. 398/1/83-IT(B)] dated the 28th January, 1983, the name of the Tax Recovery Officer may be read as under :—

For

Read

Shri N. K. Nesti

Shri K. N. Nesti

[No. 5153/F. No. 398/1/83-IT(B)]

आयकर

क्र० आ० 1963 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री आनन्द दीप को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री आनन्द दीप द्वारा कर वसूली अधिकारी-2, लखनऊ के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं० 5151/फा० सं० 398/12/83—आ० क० (ब०)]

एन. के. शुक्ल, अवर सचिव

INCOME-TAX

S.O. 1963.—In exercise of the powers conferred by sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises Shri Anand Deep who is a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri Anand Deep takes over charge as a Tax Recovery Officer-II, Lucknow.

[No. 5151/F. No. 398/12/83-IT(B)]

N. K. SHUKLA, Under Secy.

आदेश

स्टाम्प

नई दिल्ली, 11 अप्रैल, 1983

क्र० आ० 1964 :—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त शर्तों को माफ करती है जो तमिलनाडु हाउसिंग बोर्ड द्वारा स्टाफ मार्टि-फिकेट और प्रोमिसरी नोटों के रूप में केवल तीन करोड़, तीस लाख रु. के मूल्य के जारी किये जाने वाले प्रत्याभूत ऋणपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी हैं।

[सं० 16/83-स्टाम्प फा० सं० 33/14/83 बि. क.]

भगवान दास, अवर सचिव

ORDER

STAMPS

New Delhi, the 11th April, 1983

S.O. 1964.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the guaranteed debentures in the form of stock certificates and promissory notes to the value of rupees three crores and thirty lakhs only issued by the Tamil Nadu Housing Board are chargeable under the said Act.

[No. 16/83-Stampa—F. No. 33/14/83-ST]

BHAGWAN DAS, Under Secy

वार्थिक कार्य विभाग

(बैंकिंग प्रभाग)

नई दिल्ली, 13 अप्रैल, 1983

क्र० आ० 1965 :—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबंध 20 मार्च, 1985 तक यूनाइटेड इंडस्ट्री-यम बैंक लिमिटेड, कलकत्ता पर उस सीमा तक लागू नहीं होंगे जहां तक इनका संबंध प्लेजी के रूप में मैसर्स सुरेन्द्र इंजीनियरिंग वर्क्स (प्राइवेट) लिमिटेड, कलकत्ता के शेयरों की धारिता से है।

[संख्या एफ. 15/7/83-बी. ओ. 3]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 13th April, 1983

S.O. 1965.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of Section 19 of the said Act shall not apply to the United Industrial Bank Ltd., Calcutta upto the 20th March, 1985 in so far as they relate to its holding of shares of M/s Surendra Engineering Works (P) Ltd., Calcutta as pledgee.

[No. 15/7/83-B.O.III]

नई दिल्ली, 18 अप्रैल, 1983

नई दिल्ली, 5 अप्रैल, 1983

का० आ० 1966.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबंध 25 मार्च, 1984 तक बैंक ऑफ तमिलनाडु लि०, तिरुनेलवेली पर उस सीमा तक लागू नहीं होंगे जहां तक कि उनका सम्बन्ध इस बैंक द्वारा भारत अन्तर्गत सम्पत्ति, अर्थात् नंजा लैंड्स-सर्वेक्षण (सर्वे) संख्या 200-7, 8 और 10 ई०-1 जिसका मुख रकबा 19 सेंटी है और जो तमिलनाडु में तिरुनेलवेली जिले के सरमादेवी ग्राम में अवस्थित है।

[संख्या 15/9/83-बी० ओ०-III]

एन० डी० बत्रा, अवर सचिव

New Delhi, the 18th April, 1983

S.O. 1966.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply upto the 25th March, 1984 to the Bank of Tamilnad Ltd., Tirunelveli in respect of the immovable property, viz., Nanja Lands having survey Nos. 200-7, 8 and 10E-1 measuring in all 19 cents held by it at Semadevi Village, Tirunelveli District, Tamil Nadu.

[No. 15/9/83-B.O. III]

N. D. BATRA, Under Secy.

नई दिल्ली, 30 मार्च, 1983

का०आ० 1967.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री टी० पी० सिंह को भागीरथ ग्रामीण बैंक, सीतापुर का अध्यक्ष नियुक्त करती है तथा 1-7-1982 से प्रारम्भ होकर 31-3-1983 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री टी० पी० सिंह अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ० 2-26/82-आर० आर० बी०]

राम बेहरा, अवर सचिव

New Delhi, the 30th March, 1983

S.O. 1967.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri T. P. Singh as the Chairman of the Bhagirath Gramin Bank, Sitapur and specifies the period commencing on the 1st July 1982 and ending with the 31st March 1983 as the period for which the said Shri T. P. Singh shall hold office as such Chairman.

[No. F. 2-26/82-RRB]

RAAM BEHRA, Under Secy.

का० आ० 1968.—निक्षेप बीमा और प्रत्यय गारंटी निगम अधिनियम, 1961 (1961 का 47) की धारा 6 की उपधारा (1) के खण्ड (क) के उपबंधों के अनुसरण में, केन्द्रीय सरकार भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा भारतीय औद्योगिक विकास बैंक बम्बई के कार्य-पालक निदेशक श्री एम० आर० बी० पुजा को 5 अप्रैल, 1983 से प्रारम्भ होने वाली और 31 दिसम्बर, 1983 को समाप्त होने वाली अवधि के लिए निक्षेप बीमा और प्रत्यय गारंटी निगम के निदेशक के रूप में नामित करती है।

[संख्या एफ० 6/1/83-बी० ओ०-1]

च० वा० मीरचन्दानी, उप सचिव

New Delhi, the 5th April, 1983

S.O. 1968.—In pursuance of the provisions of clause (c) of sub-section (1) of section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri M. R. B. Punja, Executive Director of the Industrial Development Bank of India, Bombay as a director of the Deposit Insurance and Credit Guarantee Corporation for a period commencing on the 5th April, 1983 and ending with the 31st December, 1983.

[No. F. 6/1/83-BO. 1]

C. W. MIRCHANDANI, Dy. Secy.

नई दिल्ली, 8 अप्रैल, 1983

का. आ. 1969 :—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 50 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा चार्टर्ड एकाउंटेंट्स की निम्नलिखित फर्मों को वर्ष 1982-83 के लिए भारतीय रिजर्व बैंक के सेवा परीक्षकों के रूप में नियुक्त करती है, अर्थात् :—

1. मैसर्स बाटलीभाई एण्ड पुरोहित, चार्टर्ड एकाउंटेंट्स, नेशनल इन्डियोरेंस बिल्डिंग, 204, डा. दादाभाई नौरोजी रोड, बम्बई-400001।
2. मैसर्स लवलाक एण्ड लेबीस, चार्टर्ड एकाउंटेंट्स, नं. 4, लायन्स रेंज, कलकत्ता-700001।
3. मैसर्स डी. रंगास्वामी एण्ड कंपनी, चार्टर्ड एकाउंटेंट्स, 1/142, माउण्ट रोड, मद्रास-600001।
4. मैसर्स के. सी. खन्ना एण्ड कंपनी, चार्टर्ड एकाउंटेंट्स, 665 गोविन्द मेन्शन, कनाट सर्किस, नई दिल्ली।

[संख्या 1 (4)/83/सेवा]

एल. आर. कटारिया, अवर सचिव

New Delhi, the 8th April, 1983

S.O. 1969.—In exercise of the powers conferred by Section 50 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby appoint the following firms of Chartered Accountants as Auditors of the Reserve Bank of India for the year 1982-83, namely:—

1. M/s. Batliboi & Purohit, Chartered Accountants, National Insurance Building, 204, Dr Dadabhai Naroji Road, Bombay-400001.
2. M/s Lovelock & Lewes, Chartered Accountants, No 4, Lyons Range, Calcutta-700001.
3. M/s D Rangaswamy & Co., Chartered Accountants, 1/142, Mount Road, Madras-600001
4. M/s K C. Khanna & Co., Chartered Accountants, 665, Gobind Mansion, Connaught Circus, New Delhi.

[No. 1(4) 83/Accts]

L R. KATARIA, Under Secy.

केन्द्रीय उत्पाद शुल्क : समाहृतलय मध्य प्रदेश

अधिसूचना सं० 4/83

इन्दौर, 11 मार्च, 1983

का० प्रा० 1970—मध्य प्रदेश समाहृतलय, इंदौर के सर्वश्री एल० बी० थावानी एवं एस० के० तिहारी, अधीक्षक, केन्द्रीय उत्पाद शुल्क, समूह 'ख' निवर्तन की आयु प्राप्त करने पर 28-2-83 के अपरान्ह से शासकीय सेवा से निवृत्त हुए ।

[प० सं० II (3) 9-गोप/83/1726]

एस० के० धर, समाहर्ता

CENTRAL EXCISE COLLECTORATE, M.P.

NOTIFICATION No. 4/83

Indore, the 11th March, 1983

S.O. 1970.—S/Shri L. V Thawani and S. K. Tiwari, Superintendents, Central Excise, Group 'B' of M. P. Collectorate, Indore, having attained the age of superannuation have retired from Government service in the afternoon of 28th February, 1983.

[C. No. II (3) 9-Con/83/1726]

S. K. DHAR, Collector

वाणिज्य मंत्रालय

आदेश

नई दिल्ली, 30 मर्च, 1983

का० प्रा० 1971—केन्द्रीय सरकार की, नियति (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह राय है कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समीचीन है कि सेफ्टी रेजर ब्लेड का निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण किया जाए;

और केन्द्रीय सरकार ने उक्त प्रयोजन के लिए नीचे विनिर्दिष्ट प्रस्ताव बनाये हैं और उन्हें निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उपनियम (2) की अपेक्षानुसार निर्यात निरीक्षण, परिषद् को भेज दिया है;

अतः अब, केन्द्रीय सरकार उक्त उपनियम के अनुसरण में और भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं० का० प्रा० 2057 तारीख 9 जून, 1979 की अधिकांत करने हुए, उक्त प्रस्तावों की उन व्यक्तियों

की जानकारी के लिए प्रकाशित करती है, जिनके उनसे प्रभावित होने की सम्भावना है।

2 सूचना दी जाती है कि उक्त प्रस्तावों के बारे में कोई अंश या सुझाव भेजने का हक्क कोई व्यक्ति उन्हें इस आदेश के राजपत्र में प्रकाशन की तारीख से पैंतालीस दिनों के भीतर निर्यात निरीक्षण परिषद् 12 वीं मजिल, प्रगति टावर, 26, राजिन्द्र प्लेस, नयी दिल्ली-110009, को भेज सकता है।

प्रस्ताव

(1) यह अधिसूचित करना कि सेफ्टी रेजर ब्लेड निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होंगे,

(2) क्वालिटी नियंत्रण और निरीक्षण के प्रकार को इस आदेश के उपबन्ध "क" में दिए गए सेफ्टी रेजर ब्लेड निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1983 के प्रावधान के अनुसार क्वालिटी नियंत्रण और निरीक्षण के ऐसे प्रकार के रूप में विनिर्दिष्ट करना जो निर्यात से पूर्व ऐसे सेफ्टी रेजर ब्लेडों को लागू होगा;

(3) राष्ट्रीय और अंतर्राष्ट्रीय मानकों और निर्यात निरीक्षण परिषद् द्वारा मान्यता प्राप्त अन्य निकायों के मानकों को सेफ्टी रेजर ब्लेडों के लिए मानक विनिर्देशों के रूप में मान्यता देना;

(4) अंतर्राष्ट्रीय व्यापार के अनुक्रम में ऐसे सेफ्टी रेजर ब्लेडों के निर्यात को तब तक प्रतिषेध करना जब तक कि उनके साथ निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अधीन केन्द्रीय सरकार द्वारा स्थापित या मान्यता प्राप्त अधिकरणों में से किसी एक के द्वारा जारी किया गया इस आदेश का प्रमाण पत्र न हो कि ऐसे सेफ्टी रेजर ब्लेड क्वालिटी नियंत्रण और निरीक्षण से संबंधित शर्तों को पूरा करते हैं और निर्यात योग्य है या उन पर उक्त अधिनियम की धारा 8 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त चिह्न या सील लगी है;

2. इस आदेश की कोई बात भावी जेताओं की भूमि, समुद्री या वायु मार्ग द्वारा सेफ्टी रेजर ब्लेड के वास्तविक समूहों के निर्यात को लागू नहीं होगी।

3 इस आदेश में, "सेफ्टी रेजर ब्लेड" से शर्की बनाने के लिए प्रयोग किए जाने वाले केवल दुसरे सेफ्टी रेजर ब्लेड अधिप्रेत हैं।

उपबन्ध 'क'

निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 की धारा 17 के अधीन बनाए जाने वाले प्रस्तावित नियमों का

प्रावधान

1. संक्षिप्त नाम और प्रारम्भ—(1) इन नियमों का संक्षिप्त नाम सेफ्टी रेजर ब्लेडों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1983 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2 परिभाषाएँ—इन नियमों में जब तक कि संदर्भ से अन्यथा अपेक्षित न हो—

(क) "अधिनियम" से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अधिप्रेत है,

(ख) "अधिकरण" से अधिनियम की धारा 7 के अधीन मुख्यधर, कलकत्ता कोचीन, दिल्ली और मद्रास में स्थापित निर्यात निरीक्षण अधिकरणों में से कोई अधिप्रेत है,

(ग) "परिषद्" से अधिनियम की धारा 3 के अधीन स्थापित निर्यात निरीक्षण परिषद् अधिप्रेत है;

(घ) "सेप्टी रेजर ब्लेड" से बाड़ी बनाने के लिए प्रयोग किए जाने वाले दुधाने सेप्टी रेजर ब्लेड शामिल हैं।

3. निरीक्षण का आधार—नियमित के लिए सेप्टी रेजर ब्लेड का निरीक्षण इस दृष्टि से किया जाएगा कि सेप्टी रेजर ब्लेड अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त विनिर्देशों के प्रथम राष्ट्रीय और अंतरराष्ट्रीय मानकों तथा नियमित निरीक्षण परिषद् द्वारा मान्यता प्राप्त अन्य निकायों के मानकों के अनुरूप हैं।

(क) ऐसा यह सुनिश्चित करके किया जाएगा कि उत्पादों का विनिर्माण निरीक्षण की उत्पादन के दौरान क्वालिटी नियंत्रण प्रणाली के अधीन आने वाली यूनिटों के संबंध में इस अधिसूचना के उपाबंध I में यथा विनिर्दिष्ट उत्पादन के दौरान आवश्यक क्वालिटी नियंत्रण का प्रयोग करके, किया गया है।

(ख) ऐसा निरीक्षण की परेणानुसार प्रणाली के अधीन आने वाली यूनिटों के संबंध में इस अधिसूचना के उपाबंध II में विनिर्दिष्ट ढंग से किए गए निरीक्षण और परीक्षण के आधार पर किया गया है।

4. निरीक्षण की प्रक्रिया—(1) सेप्टी रेजर ब्लेड का परेण का नियमित करने का दृष्टिकोण नियमितकर्ता नियमित संविदा या आदेश की एक प्रति के साथ संविदात्मक विनिर्देश का आधार देते हुए, अधिकरण को लिखित सूचना देगा जिससे अधिकरण नियम 3 के अनुसार निरीक्षण कर सके।

(2) ऐसे सेप्टी रेजर ब्लेडों के नियमित के लिए जिनका विनिर्माण उपाबंध I में अधिकृत उत्पादन के दौरान पर्याप्त क्वालिटी नियंत्रण का प्रयोग करके और परिषद् द्वारा इस प्रयोजन के लिए गठित विशेषज्ञों के पैनल द्वारा यह न्याय निहित करके कि उत्पादन के दौरान यूनिट में पर्याप्त क्वालिटी नियंत्रण मिले है, किया गया है, नियमितकर्ता उपनियम (1) में उल्लिखित सूचना के साथ यह घोषणा भी देगा कि: नियमित के लिए आशयित सेप्टी रेजर ब्लेडों के परेण का विनिर्माण उपाबंध I में अधिकृत पर्याप्त क्वालिटी नियंत्रणों का प्रयोग करके किया गया है और परेण इन प्रयोजनों के लिए मान्यता प्राप्त मानक विनिर्देशों के अनुरूप है।

(3) नियमितकर्ता अधिकरण को नियमित किए जाने वाले परेण पर लगाए जाने वाले पहचान चिह्न भी देगा।

(4) उपरोक्त उपनियम (1) के अधीन प्रत्येक सूचना विनिर्माण, के परिमर से परेण के भेजे जाने से कम से कम सात दिन पूर्व दी जाएगी, जब कि उपनियम (2) के अधीन घोषणा सहित सूचना विनिर्माण के परिमर से परेण के भेजे जाने से कम से कम तीन दिन पूर्व दी जाएगी।

(5) उपनियम (1) के अधीन सूचना और उपनियम (2) के अधीन घोषणा, यदि कोई हो, प्राप्त होने पर अधिकरण—

(क) (i) विनिर्माण की प्रक्रिया के दौरान अपना यह समाधान कर लेने पर कि विनिर्माण ने उपाबंध I में अधिकृत पर्याप्त क्वालिटी नियंत्रणों का प्रयोग किया है और इस प्रयोजन के लिए मान्यता प्राप्त मानक विनिर्देशों के अनुरूप उत्पाद का विनिर्माण करने के संबंध में परिषद् या अधिकरण द्वारा जारी किए गए अनुरोधों, यदि कोई हो, का पालन किया गया है, तीन दिन के भीतर यह घोषणा करते हुए प्रमाणपत्र जारी करेगा कि सेप्टी रेजर ब्लेड का परेण नियमित योग्य है।

(ii) जहां विनिर्माण नियमितकर्ता नहीं है, वहां भी परेण का भौतिक रूप से सत्यापन किया जाएगा और ऐसा सत्यापन और या निरीक्षण यदि आवश्यक हो, अधिकरण द्वारा यह सुनिश्चित करने के लिए किया जाएगा कि उपरोक्त शर्तों का पालन किया गया है।

(iii) अधिकरण नियमित के लिए आशयित कुछ परेणों की स्थल

पर ही जांच करेगा और विनिर्माण एककों द्वारा अपनाई गयी उत्पादन के दौरान क्वालिटी नियंत्रण दृष्टियों की पर्याप्तता का सत्यापन करने के लिए नियमित अंतरालों पर विनिर्माण एकक में जाएगा।

(iv) यदि यह पाया जाता है कि विनिर्माण एकक ने विनिर्माण के किसी भी प्रक्रम पर अपेक्षित क्वालिटी नियंत्रण उपायों का प्रयोग नहीं किया है या परिषद् या अधिकरण की निष्कारणों का अनुपालन नहीं किया है, तो यह घोषणा कर दी जाएगी कि यूनिट के पास उत्पादन के दौरान पर्याप्त क्वालिटी नियंत्रण मिले नहीं है और ऐसे मामलों में, यदि यूनिट ऐसा चाहे तो उत्पादन के दौरान क्वालिटी नियंत्रण दृष्टियों की पर्याप्तता की बनाए रखने के अधिनियम के लिए फिर से आवेदन करेगा।

(ख) जहां नियमितकर्ता ने उपनियम (2) के अधीन यह घोषित नहीं किया है कि उपाबंध I में अधिकृत पर्याप्त क्वालिटी नियंत्रण का प्रयोग किया गया है वहां अपना यह समाधान करने पर कि सेप्टी रेजर ब्लेड का परेण इस प्रयोजन के लिए मान्यता प्राप्त मानक विनिर्देशों के अनुरूप है, उपाबंध II में यथा अधिकृत किए गए निरीक्षण और परीक्षण के आधार पर ऐसे किए गए निरीक्षण के सात दिन के भीतर यह घोषित करते हुए, प्रमाणपत्र जारी करेगा कि सेप्टी रेजर ब्लेड का परेण नियमित योग्य है।

परन्तु अहां अधिकरण का इस प्रकार समाधान नहीं होता है वहां यह यह घोषित करते हुए कि सेप्टी रेजर ब्लेड का परेण नियमित योग्य है, प्रमाणपत्र जारी करने से इंकार कर देगा और ऐसे इंकार की सूचना नियमितकर्ता को उनके कार्यों सहित सात दिनों के भीतर दे दी जाएगी।

(ग) (i) उस दशा में जहां विनिर्माण उपनियम (5) (क) के अधीन नियमितकर्ता नहीं है या परेण का उपनियम (5) (ख) के अधीन निरीक्षण किया गया है, वहां अधिकरण निरीक्षण की समाप्ति के पश्चात् तुरन्त परेण में से पैकेजों को इस रीति से मुहरबंद करेगा कि जिससे यह सुनिश्चित हो जाए कि मुहरबंद पैकेजों से छेड़छाड़ नहीं की जा सकती है।

(ii) परेण के अस्वीकृत किए जाने की दशा में यदि नियमितकर्ता ऐसा चाहे तो परेण, अधिकरण द्वारा मुहरबंद नहीं किया जाएगा परन्तु ऐसे मामलों में नियमितकर्ता अस्वीकृति के विरुद्ध अपील करने का हकदार नहीं होगा।

5. निरीक्षण का स्थान—इन नियमों के अधीन प्रत्येक निरीक्षण (क) ऐसे उत्पादों के विनिर्माण के परिमर पर, या (ख) उन परिमरों पर किया जाएगा जहां नियमितकर्ता द्वारा मान्य प्रस्तुत किया जाता है वहां निरीक्षण के लिए अपेक्षित सुविधाएं विद्यमान हों।

6. निरीक्षण फीस—यथास्थिति विनिर्माताओं या नियमितकर्ताओं द्वारा अधिकरण को निरीक्षण फीस निम्नानुसार दी जाएगी—

(i) (क) उत्पादन के दौरान क्वालिटी नियंत्रण स्कीम के अधीन नियमित करने के लिए न्यूनतम 20 रुपए प्रति परेण के अधीन रहते हुए, पोन पर्याप्त निःशुल्क मूल्य के 0.2 प्रतिशत की दर से;

(ख) परेणवार निरीक्षण के अधीन नियमित करने के लिए न्यूनतम 20 रुपए प्रति परेण के अधीन रहते हुए, पोन पर्याप्त निःशुल्क मूल्य के 0.4 प्रतिशत की दर से।

(ग) उत्पादन के दौरान क्वालिटी नियंत्रण एकको द्वारा विनिर्मित मछी के निर्यात तथा मर्चेट निर्यातकर्ताओं द्वारा निर्यात की गयी मछी के लिए न्यूनतम 20 रुपए प्रति परपण व अधीन रहते हुए, पात्र पर्यन्त निशुल्क मूल्य के 0.3 प्रतिशत की दर से।

(11) यथास्थिति उन विनिर्माताओं या निर्यातकर्ताओं के लिए, जो राज्यों या संघ राज्य क्षेत्रों की मत्स्य सरकारों के पास लघु उद्योग विनिर्माण एका के रूप में रजिस्ट्रीकृत हैं, प्रति परपण कम से कम 20 रुपए के अधीन रहते हुए (क) और (ख) के लिए क्रमशः 0.18 प्रतिशत और 0.36 प्रतिशत की दर से होगा।

7 मान्यता प्राप्त चिह्न का चिह्नकाल और उचित मात्रा। मानक संस्था (प्रमाण चिह्न) अधिनियम, 1952 (1952 का 34) भारतीय मानक संस्था (प्रमाण चिह्न) नियम, 1955 और भारतीय मानक संस्था (प्रमाण चिह्न) विनियम, 1955 के उपबन्ध नियमों में पूर्ण सेम्टी रेजर ब्लेडों पर मान्यता प्राप्त चिह्न या सील चिह्नकाल का प्रक्रिया के संबंध में यथा संभव लागू होगे और इस प्रकार चिह्नित सेम्टी रेजर ब्लेड निर्यात से पूर्ण नियम 3 में अधीन किसी भी निरोधन के अधीन नहीं होंगे।

8 अपील—(1) नियम 1 के उपविधि (5) के अधीन अधिकरण द्वारा प्रमाणपत्र जारी करने से इंकार करने में व्यक्ति कोई व्यक्ति ऐसे प्रकार की भवना प्राप्त होने के कम दिनों के भीतर इस प्रयोजन के लिए गठित विशेषज्ञों के पैनल का जो केन्द्रीय सरकार द्वारा नियुक्त कम से कम तीन और अधिक में अधिक मान्य व्यक्तियों से मिलकर बना होगा अपील कर सकेगा।

(2) पैनल में विशेषज्ञों के पैनल की कुल सदस्यता के दो तिहाई सदस्य अपासकीय व्यक्ति होंगे।

(3) पैनल की गणपूर्ति तीन से होगी।

(4) अपील इसके प्राप्त होने के पंद्रह दिन के भीतर लिपटा की जाएगी।

उपाबंध 1

[नियम 3 (क) के लिए]

विनिर्माता सेम्टी रेजर ब्लेडों का क्वालिटी नियंत्रण ताबे अतिरिक्त रूप में उत्पादों के विनिर्माण, परिरक्षण तथा पैकिंग के विभिन्न प्रक्रमों पर तथा उससे सम्बन्धित अनुसूची में दिए गए नियंत्रण के स्तरों सहित निम्नलिखित नियंत्रणों का प्रयोग करते हुए करेगा।

1 क्रय की गयी सामग्री तथा घटक नियंत्रण —

(क) विनिर्माता प्रयुक्त किए जाने वाले सघटकों या सामग्रियों के गुणों तथा सह्युक्ताओं सहित उनकी ध्येयरेखा विमाओं को नियमित करते हुए, क्रय विनिर्देश अधिकृत करेगा।

(ख) स्वीकृत परपणों के साथ या तो कर विनिर्देशों की अपेक्षाओं की पुष्टि करते हुए, उत्पादक का परीक्षण प्रमाणपत्र होगा अथवा उसे परीक्षण प्रमाणपत्र के अभाव में क्रय विनिर्देशों से इनकी अनुरूपता की जांच करने के लिए प्रत्येक परपण में से नमूनों की नियमित जांच की जाएगी। उत्पादकर्ता परीक्षण प्रमाणपत्र की शुद्धता का सत्यापित करने के लिए, परपणों में से कम से कम एक परपण की प्रति जांच की जाएगी।

(ग) आने वाले परपण का निरीक्षण और परीक्षण साक्ष्य की नमूना योजना के संबंध में क्रय विनिर्देशों से अनुरूपता सुनिश्चित करने के लिए किया जाएगा।

(घ) निरीक्षण तथा परीक्षण किए जाने के पश्चात् उपर्युक्त परपकरण

के लिए तथा त्रुटियों को दूर करने के लिए व्यवस्थित पद्धतियाँ अपनाई जाएंगी।

(ङ) उपरोक्त नियंत्रणों के संबंध में पर्याप्त अभिलेख व्यवस्थित रूप से रखे जाएंगे।

2 प्रक्रिया नियंत्रण—(क) विनिर्माता विनिर्माण की विभिन्न प्रक्रियाओं के लिए ध्येयरेखा प्रक्रिया विनिर्देश अधिकृत करेगा।

(ख) प्रक्रिया विनिर्देश में अधिकृत प्रक्रियाओं का नियंत्रित करने के लिए उपकरण और उपकरणों की पर्याप्त सुविधाएं होंगी।

(ग) प्रक्रिया विनिर्देशों के अनुसार सहायक सामग्री की अनुरूपता की जांच करने के लिए नमूना (जहां कहीं भी अपेक्षित हो) अभिलेखित अन्वेषण पर आधारित होगा।

3 उत्पाद नियंत्रण —(क) मानक विनिर्देशों के अनुसार उत्पाद का परीक्षण करने के लिए विनिर्माता के पास या तो अपनी परीक्षण सुविधाएं होंगी या उसकी पहुँच उस स्थान तक होगी जहां ऐसा सुविधाएं विद्यमान हैं।

(ख) परीक्षण के लिए नमूना (जहां कहीं भी अपेक्षित हो) अभिलेखित अन्वेषणों पर आधारित होगा।

(ग) किए गए परीक्षण के बारे में पर्याप्त अभिलेख विनिर्माता द्वारा नियमित तथा व्यवस्थित रूप से रखे जाएंगे।

4 माप पद्धति नियंत्रण —(क) उत्पादन तथा निरीक्षण में प्रयुक्त मजदूरी तथा उपकरणों का कालिक जांच या अंगरीक्षण किताबें जांचा तथा अभिलेख वृत्तिकाओं के रूप में रखे जाएंगे।

5 परिरक्षण नियंत्रण —(क) विनिर्माता उत्पाद को सील में परिस्थितियों के प्रतिकूल प्रभाव से सुरक्षित रखने के लिए ध्येयरेखा विनिर्देश अधिकृत करेगा।

(ख) भण्डारण और अभिवहन दोनों के दौरान उत्पाद को सुरक्षित रखा जाएगा।

6 पैकिंग नियंत्रण—उत्पाद (उत्पादों) की पैकिंग के लिए निर्धारित पैकेजों के लिए भी विनिर्देश अधिकृत किए जाएंगे तथा उनका कठोरता में पालन किया जाएगा।

अनुसूची

(उपबन्ध-1 के लिए)

विशेषताएं	विनिर्देश	आवृत्ति	14 नो हो सक्षमता लाट आकार	टिप्पणी
1	2	3	4	5
1 सामग्री	मानक विनिर्देशों के अनुसार	एक्यूएन मानक के आधार पर	प्रत्येक परपण	—
2 प्रक्रिया				
2.1 वेधन केन्द्रीयता पिच, खाँचा चौड़ाई वाक्य	यथोक्त	30 मिनट	12 नम	—
2.2 उष्मा उपचार मापमान समय ठाँचे की कठोरता सिरे और	यथोक्त	1 घंटा	10 नम	—

1	2	3	4	5	1	2	3	4	5
खांचे की चौड़ाई, डीशिंग कंपनता					4. परीक्षण				
2.3 निश्चेष्टकरण बाध तापमान ही बाध विशेष श्रेणी वाली, छोने योग्य अचलता, शुष्क ओवर तापमान शुष्क ओवन समय	मानक विनिर्देशों के अनुसार	1 घंटा	---	---	4.1 कटे हुए किनारों की मिथार्ई और समानता	मानक विनिर्देशों के अनुसार	प्रत्येक अर्ध घंटा	1	---
2.4 सूक्षण बेकिंग तापमान, संसाधन समय	यथोक्त	30 मिनट	---	---	4.2 कठोरता परीक्षण	यथोक्त	प्रत्येक दो घंटे	1	---
2.5 पिस्तार्ई उष्ण बेबेल कोण (अग्र और पृष्ठ) ऊपर कुल शासन तलीय बेबेल कोण (अग्र और पृष्ठ) तलीय कुल शासन फलक (ऊपर और नीचे), परिच्छेदिका (ऊपर और नीचे)	यथोक्त	30 मिनट	12 नम	---	4.3 लक्षक परीक्षण	यथाका	यथोक्त	1	---
2.6 स्ट्रापिंग/पालिस करना परिच्छेदिका (ऊपर और नीचे अग्र कोण ऊपरी बेबेल (अग्र और पृष्ठ) अग्र कोण तलीय बेबेल) अग्र और पृष्ठ, खांचे	यथोक्त	30 मिनट	12 नम	---	4.4 सूक्ष्म दर्शक परीक्षण	यथोक्त	प्रत्येक अर्ध घंटा	1	---
2.7 काटना केन्द्रीय धरों सहित सम्बार्ई	यथोक्त	ए क्यू एल मानक के आधार पर	प्रत्येक परेक्षण	---	4.5 अन्तिम बेबेल कोण परीक्षण	यथोक्त	यथोक्त	1	---
2.8 किनारे की कोटिंग	यथोक्त	प्रत्येक कृण्डनी	10 नम	---	4.6 विष्पादन परीक्षण	यथोक्त	महीने में एक बार निष्पादन के लिए परीक्षण करने के लिए प्रत्येक ब्रांड	1	---
3. पैकिंग पृथक पृथक 5 संख्याओं वाले पैकेट कार्टन	यथोक्त	30 मिनट	5 नम	---	4.7 आक्षुष परीक्षण	यथोक्त	उत्पादन साधन का जग प्रतिशत निरीक्षण	1	---

उपाबंध II

[नियम 3 (ख) देखिए]

1. सेपटी रेजर ब्लेडों के परेक्षण का निरीक्षण और परीक्षण यह सुनिश्चित करने के लिए किया जाएगा कि वे अधिनियम की धारा 6 के अधीन मान्यता प्राप्त मानक विनिर्देशों के अनुरूप हैं।

2. नमूना और अनुरूपता की कसौटी के संबंध में सविदात्मक विनिर्देशों में से कोई विशिष्ट अनुबंधन होने की दशा में वही अनुबंध लागू होंगे, जो नीचे दी गयी सारणी-1 में अधिकवित्त हैं।

सारणी 1

नमूने लेने का मापमान और स्वीकृत संख्या

लाट आकार (लाट में ब्लेडों की संख्या)	मानदंड I नमूना आकार	स्वीकृत संख्या नुटियां	मानदंड II नमूना आकार	स्वीकृत संख्या नुटियां	मानदंड III नमूना आकार	स्वीकृत संख्या नुटियां
330 तक	20	2	8	0	3	0
301 से 1000	32	3	13	6	5	0
1001 से 3000	50	5	20	1	13	0
3001 से 10,000	80	7	32	2	20	1
10,000 से ऊपर	125	10	50	3	32	2

टिप्पण: लाट से एक ही प्रकार और सामग्री के परेक्षण में ब्लेडों की संख्या अभिविस्त होगी।

2.1 चाक्षुष परीक्षण—नीचे सूचीबद्ध वुटियों के लिए चाक्षुष परीक्षण किया जाएगा। नमूना लेने का मापमान और स्वीकृत संख्या मापमान I और सारणी के अनुसार होगी।

(क) अणुद प्रकार

(ख) कटे किनारे से शासन बिन्दुओं का विरोध नहीं होगा या किनारों पर नहीं हों, झिल्लीदार या काटेदार किनारे आदि, किनारे मुड़े हुए या टूटे हुए या चटके हुए बने ह।

(ग) अनुपलब्ध उपचार या विनिर्दिष्ट के अनुसार न होना।

2.2 विमात्मक परीक्षा—विनिर्देशों में अधिकृत विमात्मक अपेक्षाओं के अनुपालन का अवधारण करने के लिए परीक्षा की जाएगी। किसी विभा को, जो विनिर्दिष्ट सीमा के भीतर नहीं है, वुटी के रूप में वर्गीकृत किया जाएगा। नमूना लेने का मापमान और स्वीकृत संख्याएं सारणी के मापमान II के अनुसार होंगी।

2.3 कटे हुए किनारों की सिधाई और समाप्तर परीक्षण, कठोरता परीक्षण, लचक परीक्षण, सूक्ष्म धर्षी परीक्षा—ये परीक्षण विनिर्देशों में अधिकृत प्रणाली के अनुसार निष्पादित किए जाएंगे। नमूना लेने का मापमान और स्वीकृत संख्याएं सारणी के मापमान III के अनुसार होंगी।

2.4 निष्पादन परीक्षण—प्रत्येक लाट से 15 ब्लेड बरकूट लिए जाएंगे तथा उनकी भा०मा० : 7371—1977 (प्रथम पुनरीक्षण) ब्लेड, रेजर, सेप्टी के लिए विनिर्देश—परिशिष्ट 2 या परिशिष्ट 3 के अनुसार निष्पादन परीक्षण करने के लिए परीक्षण किया जाएगा।

[मि०मं० 6(1)/82-ई०आई० ए०डई०पी०]

सी०बी० कुकरतो, संयुक्त निदेशक

MINISTRY OF COMMERCE

ORDER

New Delhi, the 30th April, 1983

S.O. 1971.—Whereas the Central Government is of opinion that in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), it is necessary and expedient so to do for the development of the export trade of Indian that the Safety Razor Blades shall be subjected to quality control and inspection prior to export;

And, whereas, the Central Government has formulated the proposals specified below for the said purpose and has forwarded the same to the Export Inspection Council as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964;

Now, therefore, in pursuance of the said sub-rule and in supersession of the notification of the Government of India in the Ministry of Commerce No. S.O. 2057, dated the 9th June, 1979, the Central Government hereby publishes the said proposals for the information of the persons likely to be affected thereby.

2. Notice is hereby given that any person desiring to forward any objection or suggestion with respect to the said proposals may forward the same within forty-five days from the date of publication of this Order in the Official Gazette, to the Export Inspection Council, 11th floor, Pragati Tower, 26, Rajendra Place, New Delhi-110008.

PROPOSALS

(1) To notify that the Safety Razor Blades shall be subject to quality control and inspection prior to export;

(2) To specify the type of quality control and inspection in accordance with the draft Export of Safety Razor Blades (Quality Control and Inspection) Rules, 1983, set out in Annexure 'A' to this Order, as the type of quality control and inspection, which shall be applied to such Safety Razor Blades prior to export;

(3) To recognise National and International Standards and Standards of other bodies recognised by Export Inspection Council, as the standard specifications for the Safety Razor Blades.

(4) To prohibit the export in the course of international trade of such Safety Razor Blades unless the same are accompanied by a certificate issued by any one of the agencies recognised or established by the Central Government under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), to the effect that the Safety Razor Blades satisfy the conditions relating to quality control and inspection and are exportworthy or carry a mark or seal recognised by the Central Government under section 8 of the said Act;

2. Nothing in this Order shall apply to the export by land, sea or air of bona fide samples of Safety Razor Blades to prospective buyers.

3. In this Order, "Safety Razor Blades" shall mean double edged safety razor blades used for shaving.

ANNEXURE-'A'

Draft rules proposed to be made under section 17 of the Export (Quality Control and Inspection) Act, 1963

1. Short title and commencement.—(1) These rules may be called the Export of Safety Razor Blades (Quality Control and Inspection) Rules, 1983;

(2) They shall come into force on the date of their publication in the official Gazette.

2. Definitions.—In these rules unless the context otherwise requires—

(a) "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);

(b) "Agency" means any of the Export Inspection Agencies established at Bombay, Calcutta, Cochin, Delhi and Madras under section 7 of the Act;

(c) "Council" means the Export Inspection Council established under section 3 of the Act;

(d) "Safety Razor Blades" means double edged safety razor blades used for shaving.

3. Basis of inspection.—Inspection of Safety Razor Blades for export shall be carried out with a view to seeing that the Safety Razor Blades conform to the specification recognised by the Central Government under section 6 of the Act, that is to say, the National and International Standards and Standards of other bodies recognised by the Export Inspection Council:—

(a) By ensuring that the products have been manufactured by exercising necessary inprocess quality control as specified in Annexure-I to this notification, in respect of units coming under inprocess quality control system of inspection.

(b) On the basis of inspection and testing carried out in the manner specified in Annexure II to this notification, in respect of units coming under consignmentwise system of inspection.

4. Procedure of inspection.—(1) An exporter intending to export a consignment of Safety Razor Blades shall give an intimation in writing to the agency furnishing therein details of the contractual specification alongwith a copy of the Export contract or order to enable the agency to carry out inspection in accordance with rule 3;

(2) For export of Safety Razor Blades manufactured by exercising adequate inprocess quality control as laid down in Annexure I and the manufacturing unit adjudged as having adequate inprocess quality control drills by a panel of Experts constituted by the Council for this purpose, the Exporter shall also furnish along with the intimation mentioned in sub-rule (1) a declaration that the consignment of Safety Razor Blades intended for export has been manufactured by exercising adequate quality control as laid down in Annexure I and that the

consignment conforms to the standard specifications recognised for the purpose.

(3) The exporter shall furnish to the agency the identification marks applied to the consignment to be exported.

(4) Every intimation under sub-rule (1) above shall be given not less than seven days prior to the despatch of the consignment from the manufacturer's premises, while in the case of intimation along with declaration under sub-rule (2) shall be given not less than three days prior to the despatch of the consignment from the manufacturer's premises.

(5) On receipt of the intimation under sub-rule (1) and the declaration, if any, under sub-rule (2) the agency—

(a) (i) on satisfying itself that during the process of manufacture, the manufacturer had exercised adequate quality controls as laid down in Annexure I and followed the instructions if any issued by the Council or Agency in this regard to manufacture the product to conform to the standard specifications recognised for the purpose shall within three days issue a certificate declaring the consignment of Safety Razor Blades as exportworthy.

(ii) In case where the manufacturer is not the exporter, however, the consignment shall be physically verified and such verification and or inspection if necessary shall be carried out by the Agency to ensure that the above conditions are complied with.

(iii) The Agency shall however carry out the spot-check of some of the consignments meant for export and also visit the manufacturing unit at regular intervals to verify the maintenance of the adequacy of inprocess quality control drills adopted by the unit.

(iv) If the manufacturing unit is found not adopting the required quality control measures at any stage of manufacture or does not comply with the recommendations of the Council or Agency, the unit shall be declared as not having adequate inprocess quality control drills and in such cases, the unit if so desires shall apply afresh for adjudgement of the maintenance of adequacy of inprocess quality control drills.

(b) In case where the exporter has not declared under sub-rule (2) that adequate quality control as laid down in Annexure I had been exercised, on satisfying itself that the consignment of Safety Razor Blades conforms to the standard specification recognised for the purpose on the basis of inspection and testing carried out as laid down in Annexure II, shall within seven days of carrying out such inspection issue a certificate declaring the consignment of Safety Razor Blades as exportworthy:

Provided that where the Agency is not so satisfied it shall refuse to issue a certificate to the exporter declaring the consignment of Safety Razor Blades as exportworthy and shall communicate such refusal within seven days to the exporter along with the reason therefor.

(c)(i) In case where the manufacturer is not the exporter under sub-rule (5)(a) or consignment is inspected under sub-rule (5)(b), the Agency shall, immediately after completion of the inspection, seal the package in the consignment in manner so as to ensure that the sealed packages cannot be tampered with.

(ii) In case of rejection of the consignment, if the exporter so desires the consignment may not be sealed by the Agency but in such cases, however, the exporter shall not be entitled to prefer any appeal against the rejections.

5. Place of Inspection—Every inspection under these rules shall be carried out either—(a) at the premises of the manufacturer of such products; or (b) at the premises at which the goods are offered by the exporter provided required facilities for inspection exist therein.

6. Inspection fee—The inspection fee shall be paid by the manufacturers or exporters as the case may be, to the Agency under:—

(b) (a) for exports under inprocess quality control scheme at the rate of 0.2 per cent of the FOB value subject to a minimum of Rs. 20 per consignment;

(b) for exports under consignmentwise inspection at the rate of 0.4 per cent of the FOB value subject to a minimum of Rs. 20 per consignment.

(c) for exports of items manufactured by inprocess Quality Control Units and exported by merchant exporters at the rate of 0.3 per cent of the FOB value subject to a minimum of Rs. 20 per consignment.

(ii) Subject a minimum of Rs. 20 per consignment the rates shall be 0.18 per cent and 0.36 per cent for (a) and (b) respectively for manufacturers or exporters as the case may be, who are registered as small scale manufacturing units with the concerned Government of States or Union Territory.

7. Affixation of recognised mark and procedure thereof—The provisions of the Indian Standard Institution (Certification Mark) Act, 1952 (36 of 1952), the Indian Standard Institution (Certification Marks) Rules, 1955 and the Indian Standard Institution (Certification Marks) Regulations, 1955 shall so far as may apply in relation to the procedure of affixation of the recognised mark or seal on Safety Razor Blades prior to export and Safety Razor Blades so marked shall not be subjected to any inspection under rule 3.

8. Appeal.—(1) Any person aggrieved by the refusal of the Agency to issue a certificate under sub-rule (5) of rule 4 may within ten days of the receipt of the communication of such refusal by him, prefer an appeal to a panel of experts constituting of not less than three but not more than seven persons appointed for the purpose by the Central Government.

(2) The panel shall consist of at least two thirds of non-officials of the total membership of the panel of experts.

(3) The quorum for the panel shall be three.

(4) The appeal shall be disposed off within fifteen days of its receipt.

ANNEXURE I

[See rule 3(a)]

The quality control of the Safety Razor Blades shall be exercised by the manufacturer by effecting the following controls at different stages of manufacture, preservation and packing of the products as laid down below together with the levels of control as set out in the Schedule appended thereto.

1. Bought out materials and components control—(a) Purchase specifications shall be laid down by the manufacturer incorporating the properties of materials or components to be used and the detailed dimensions thereof with tolerances.

(b) The accepted consignments shall be either accompanied by a producer's test certificate corroborating the requirements of the purchase specifications or in the absence of such test certificates samples from each consignment shall be regularly tested to check up its conformity to the purchase specifications. The producer's test certificate shall be counter-checked at least once in five consignments to verify the correctness.

(c) The incoming consignment shall be inspected and tested for ensuring conformity to purchase specifications against statistical sampling plans.

(d) After inspection and tests are carried out, systematic methods shall be adopted for proper segregation and disposal of defectives.

(e) Adequate records in respect of the above mentioned controls shall be systematically maintained.

2. Process Control.—(a) Detailed process specifications shall be laid down by the manufacturers for various processes of manufacture.

(b) Equipment and instrumentation facilities shall be adequate to control the process as laid down in the process specification.

(c) Sampling (Wherever required) for checking the conformity of the processed materials with the process specifications shall be based upon the recorded investigation.

3. Product Control—(a) The manufacturer shall either have his own testing facilities or shall have access to such testing facilities existing elsewhere to test the product as per the standard specification.

(b) Sampling (Wherever required) for testing shall be based on recorded investigations.

(c) Adequate records in respect of tests carried out shall be regularly and systematically maintained by the manufacturer.

4. Metrological Control.—Gauges and instruments used in the production and inspection shall be periodically checked or calibrated and records shall be maintained in the form of history cards.

5. Preservation Control.—(a) A detailed specification shall be laid down by the manufacturer to safeguard the product from adverse effects of weather conditions.

(b) The products shall be well preserved both during storage and transit.

6. Packing Control.—Specifications shall be laid down for packing the product(s) and as well for export packages and the same shall be strictly adhered to.

SCHEDULE

(See Annexure-I)

Characteristics	Specifica- tion	Frequency	No. of samples lot size.	Remarks
1. Material	As per standard specifica- tion	On the basis of standard AQL	Each con- sign- ment.	—
2. Process				
2.1 Punching (Centrality, pitch, slot width, visual)	-do-	30 Min.	12 Nos.	—
2.2 Heat treat- ment, Temperature, Time, Hard- ness of Body, End and slot width, dish- ing waviness	-do-	1 hour	10 Nos.	—
2.3 Passivation Bath Temp., Bath Sp. Gr., Wash- able Acidity, Drying Oven Temp., Dry- ing Oven Time.	-do-	1 hour	—	—
2.4 Printing Baking Temp., Curing Time	-do-	30 Min.	—	—
2.5 Grinding Top Bevel Angle (Front & Back), Top Total Honing, Bot- tom Bevel Angle (Front & Back) Bottom To- tal Honing Facets (Top	-do-	30 Min.	12 Nos.	—

Characteristics	Specifica- tion	Frequency	No. of samples lot size	Remarks
& Bottom) Profile (Top & Bottom)				
2.6 Stropping/Polishing Profile (Top & Bottom) Tip Angle Top Bevel (Front & Back), Tip Angle Bot- tom Bevel (Front & Back), Nicks,	As per standard specifica- tion.	30 Min.	12 Nos	—
2.7 Cutting Length with centrality Burrs	-do-	On the basis of standard AQL	Each con- signment.	—
2.8 Edge Coating Sintering Time, Sintering Temp., peel Back, Dark Contrast.	-do-	Each coil	10 Nos	—
3 Packing Individual, 5 Nos. Packets Cartons.	-do-	30 Min.	5 Nos.	—
4. Test				
4.1 Straightness and parallel- ism of cut- ting edges	-do-	Every half an hour	1	—
4.2 Hardness Test	-do-	Every two hours	1	—
4.3 Flexibility Test	-do-	-do-	1	—
4.4 Microscopic Test	-do-	Every half an hour	1	—
4.5 Final Bevel Angle Test	-do-	-do-	1	—
4.6 Performance Test	-do-	Each brand to be tested for Performance once a month	—	—
4.7 Visual Exa- mination	-do-	Cent percent inspec- tion on the produc- tion line.	—	—

ANNEXURE-II

[See rule 3(b)]

1. The consignment of Safety Razor Blades shall be subjected to inspection and testing to ensure conformity of the same to the standard specifications recognised under section 6 of the A

2. In the absence of any specific stipulation in the contractual specifications as regards sampling and criteria of conformity, the same as laid down in Table given below shall become applicable.

TABLE

(Scale of Sampling and Acceptance Number)

Lot Size (No. of Blades in the lot)	Scale I		Scale II		Scale III	
	Sam- ple size.	ac- cep- tance No. (De- fects)	Sam- ple size.	ac- cep- tance No. (Defects)	Sam- ple size.	ac- cep- tance No. (De- fectives)
Up to 300	20	2	8	0	3	0
301 to 1000	32	3	13	0	5	0
1001 to 3000	50	5	20	1	13	0
3001 to 10000	80	7	32	2	20	1
10001 and above	125	10	50	3	32	2

Note : Lot shall mean number of blades in a consignment of the same type and material.

2.1 Visual Examination: Visual Examination shall be made for the defects listed below. The scale of sampling and acceptance number shall be in accordance with Scale I in Table.

(a) Wrong type

(b) Hone marks not eliminated from cutting edges, or edges not honed; or edges serrated chipped, jagged etc; or edges bent; or blades broken or cracked.

(c) Treatment missing or not as specified.

2.2 Dimensional Examination—Examination shall be made to determine the compliance with dimensional requirements laid down in the specification. Any dimension not within the specified limits shall be classified as a defect. The scale of sampling and the acceptance numbers shall be in accordance with Scale II in Table.

2.3 Straightness and parallelism of cutting edges, test, hardness test, flexibility test, microscopic examination—These tests shall be performed in accordance with the methods laid down in the specification. The scale of sampling and the acceptance numbers shall be in accordance with scale III in Table.

2.4 Performance Test—Fifteen blades shall be selected at random from each lot and tested for performance test in accordance with Appendix B or Appendix C of IS: 7371-1977 (First Revision)—Specification for Blades, Razor, Safety.

[F. No. 6 (1)/82-EI & EP
C. B. KUKRETI, Director

इस्पात और खान मंत्रालय

(इस्पात विभाग)

नई दिल्ली, 21 मार्च, 1983

का० आ० 1972—इंडियन आयरन एण्ड स्टील कम्पनी (शेयरों का अर्जन) अधिनियम, 1976 (1976 का 89) की धारा 5 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार 1 मार्च, 1983 से श्री एस०एन० दास, लोहा और इस्पात संयुक्त-नियंत्रक कलकत्ता को श्री एस० सी० मजुमदार, लोहा और इस्पात संयुक्त नियंत्रक के स्थान पर संदाय आयुक्त की सहायता करने के लिए नियुक्त करती है। वे उनको सौंपे गए कार्यों के अलावा यह कार्य भी करेंगे।

[मिसिल संख्या 8(108)/76-क०आई-खण्ड-II]

आर० एन० भट्टाचार्य, निदेशक

MINISTRY OF STEEL AND MINES

(Department of Steel)

New Delhi, the 21st March, 1983

S.O. 1972.—In exercise of the powers conferred by sub-section (2) of section 5 of the Indian Iron and Steel Company (Acquisition of Shares) Act, 1976 (89 of 1976), the Central Government hereby appoints with effect from 1st March, 1983 Shri S. N. Das, Joint Iron and Steel Controller, Calcutta to assist the Commissioner of Payments, in addition to his duties in place of Shri S. C. Mazumdar, Joint Iron and Steel Controller, Calcutta.

[File No. 8(108)/76-KI-Vol. II]

R. N. BHATTACHARYA, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 11 अप्रैल, 1983

का०आ० 1973—बैंट चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (4) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय बैंट चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग III में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त भाग III में, क्रम संख्या 71 और उससे संबंधित प्रविष्टियों के साथ निम्नलिखित रखा जाएगा, अर्थात् :—

“72. डाका विश्वविद्यालय, बैचलर ऑफ डेंटल सर्जरी बी०डी०एस०
डाका (बांग्लादेश) डाका”

[सं०डी० 12017/2/81-मी०एम०एस०]

एस०पी० पाठक, प्रवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 11th April, 1983

S.O. 1973.—In exercise of the powers conferred by clause (b) of sub-section (4) of section 10 of the Dentists Act, 1948 (16 of 1948) the Central Government after consultation with the Dental Council of India, hereby makes the following further amendment in Part III of the schedule to the said Act, namely :—

In the said part III, after serial No. 71 and the entries relating thereto, the following shall be inserted, namely :—

“72 Dhaka University, Bachelor of BDS Dhaka”
Dhaka (Bangladesh) Dental Surgery

[No. V-12017/2/81-PMS]

S. P. PATHAK, Under Secy.

नई दिल्ली, 15 अप्रैल, 1983

अनुसूची

का० प्रा० 1974—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा II की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय आयुर्विज्ञान परिषद से परामर्श करने के बाद उक्त अधिनियम को प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची में दिल्ली विश्वविद्यालय से संबंधित प्रविष्टियों में डाक्टर आयुर्वेदिक (क्षय और श्वसन रोग) ----- एम०डी०

“क्षय एवं श्वसन रोग” प्रविष्टि के बाद निम्नलिखित प्रविष्टि जोड़ी जायेगी, अर्थात् :—

“डिप्लोमा इन डर्मेटोलॉजी-----डी०डी०”

[सं०वी० 11015/1/83-एम०ई० (नीति)]

पी० सी० जैन, अवर सचिव

New Delhi, the 15th April, 1983

S.O. 1974.—In exercise of the powers conferred by sub-section (2) of section 11 of the Indian Medical Council Act, 1956 (102 of 1956) the Central Government, after consulting the Medical Council of India, hereby makes the following further amendment in the First Schedule to the said Act, namely :—

In the said Schedule, in the entries relating to the University of Delhi, after the entry “Doctor of Medicine (Tuberculosis and Resp. Diseases).....M.D. (Tub. Resp. Dis.)”, the following entry shall be inserted, namely :—

“Diploma in Dermatology.....D.D.”

[No. V. 11015/1/83-M.E. (Policy)]

P. C. JAIN, Under Secy.

ऊर्जा मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 8 अप्रैल, 1983

का० प्रा० 1975—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में बंबई से पूणे तक पेट्रोलियम पदार्थों के परिवहन के लिए पाईप लाइन हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्त कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड बम्बई पूणे पाइप लाइन्स प्रोजेक्ट फ्युअल रिफायनरीज, कारिडार रोड, बम्बई-74 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की माफत।

पाइपलाइन इंदूरी गांव से, नालुका : मावल, जिला : पूणे, महाराष्ट्र

गांव	खसरा नंबर	हिस्सा नंबर	क्षेत्रफल हेक्टर	ऐयर
इंदूरी	00 का भाग	—	00	00
"	1 "	—	00	01
"	5 "	—	00	05
"	6 "	—	00	02
"	7 "	—	00	07
"	8 "	—	00	08
"	137 "	—	00	12
"	138 "	—	00	41
"	143 "	—	00	14
"	145 "	—	00	34
"	147 "	—	00	44
"	148 "	—	00	67
"	149 "	—	00	22
"	151 "	—	00	40
"	243 "	—	00	32
"	245 "	—	00	30
"	246 "	—	00	45
"	247 "	—	00	45
"	249 "	—	00	43
"	250 "	—	00	38

[क्रमांक 12016/27/83-प्रोड०]

MINISTRY OF ENERGY

(Department of Petroleum)

New Delhi, the 8th April, 1983

S.O. 1975.—Whereas it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum products from Bombay to Pune in the State of Maharashtra through Pipeline and that said Pipe-line is to be laid through the agency of Hindustan Petroleum Corporation Limited, Bombay.

And whereas it appears to Central Government that for laying pipe-line it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule.

Now, therefore, in exercise of the powers vested in them by virtue of Section 3(i) of Petroleum and Minerals Pipe-lines (Acquisition of Right of User in Land) AO 1962 (50 of 1962) Central Government notify their intention to acquire the Right of user in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the Pipe-line through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, Fuels Refinery, Corridor Road, Bombay-74.

All persons having any objection may also state whether they want to be heard in person either himself or through any lawyer appointed by him.

SCHEDULE

Pipeline Passing through Village INDORY,
Taluka : Mawal, Dist : Pune, Maharashtra.

Village	Survey No.	Hissa No.	Area	
	Gat No.		H	R
Indory	00 Part	--	00	00
	1 Part	—	00	01
	5 Part	—	00	05
	6 Part	—	00	02
	7 Part	—	00	07
	8 Part	—	00	08
	137 Part	—	00	12
	138 Part	—	00	41
	143 Part	—	00	14
	145 Part	—	09	34
	147 Part	—	00	44
	148 Part	—	00	67
	149 Part	—	00	22
	151 Part	—	00	40
	243 Part	—	00	32
	245 Part	—	00	30
	246 Part	—	00	45
	247 Part	6	00	45
	249 Part	—	00	43
	250 Part	—	00	38

[No. 12016/27/83-Prod.]

नई दिल्ली, 14 अप्रैल, 1983

का.आ. 1976 :—यतः पेट्रोलियम और खनिज तेल लाइन (भूमि में उपयोग के अधिकार का वर्णन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का. आ. सं. 2509, तारीख 23 जून, 1982 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था ।

और यतः समक्ष प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सरकार को रिपोर्ट दे दी है ।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ।

अब, अतः उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है ।

और आगे उस धारा की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्देश देती है कि उक्त

भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा ।

अनुसूची

कूप नं० (67) एस० ई० एन० से सोमासन जीर्जाएस-11

राज्य—गुजरात जिला और तालुका—मेहसाणा

गांव	सर्वे नं०	हेक्टेयर	एभार	सेन्टीभर
जगुदान	618	0	02	50
	619	0	12	50
	634	0	06	96
	636	0	01	80
	635	0	04	20
	638	0	05	75
	639	0	05	50
	164	0	04	30

[म० 12016/23/82—प्रोड०]

New Delhi, the 14th April, 1983

S.O. 1976.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum) S.O. 2509 dated 23rd June, 1982 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Well No. SEL (67) to SOB GGS, II
State : Gujarat Taluka & District : Mehsana

Village	Survey No.	Hect- are	Are	Cent- iare
1	2	3	4	5
Jagudan	618	0	02	50
	619	0	12	50
	634	0	06	96

1	2	3	4	5
	636	0	01	80
	635	0	04	20
	638	0	05	75
	639	0	05	50
	664	0	04	30

[N. 12016/23/82-Prod.]

नई दिल्ली, 16 अप्रैल, 1983

क्र० आ० 1977 --यतः पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम ग्यासन और डब्लर मंत्रालय (पेट्रोलियम विभाग) ने अधिसूचना क्र० आ० सं० 3197 तारीख 24-8-1982 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार का पाइप लाइनों को बिछाने के प्रयोजन के लिये अर्जन करने का अपना आग्रह घोषित कर दिया था।

और यतः समक्ष प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, अतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जन करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइनों बिछाने के प्रयोजन के लिए एतद्वारा अर्जन किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख का निहित होगा।

अनुसूची

एस० इ० एन० में सोमामन जी० ए० II एक पाइप लाइन बिछाने के लिए।

राज्य--गुजरात जिला और तालुका--मेहसाणा

गांव	ब्लॉक नं०	हेक्टेयर	एकर	सेन्टीअर
कोचवा	182	0	01	00
	183	0	09	84
	184	0	17	04
	185	0	06	24
	188	0	07	76

[सं० 12016/24/82--प्रोड०]

New Delhi, the 16th April, 1983

S.O. 1977.--Whereas by notification of the Government of India in the Ministry of Energy, (Department of Petro-

leum) S.O. 3197 dated 24-8-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipe line;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from D.S. No. SEN to SOB. GGS-II,
State : Gujarat

District & Taluka : Mehsana

Village	Block No.	Hec- tare	Are	Centi- are
Kochva	182	0	01	00
	183	0	09	84
	184	0	17	04
	185	0	06	24
	188	0	07	76

[No. 12016/24/82-Prod.]

क्र० आ० 1978 --यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा (पेट्रोलियम विभाग) की अधिसूचना क्र० आ० सं० 663 तारीख 11-1-83 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जन करने का अपना आग्रह घोषित कर दिया था। और यतः समक्ष अधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जन करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का उपयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइनों बिछाने के प्रयोजन के लिए एतद्वारा अर्जन किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में

उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

कूप नं० वालनेर-1 से मोटवान जी. सी. एस.

गाँव	ब्लॉक नं०	हेक्टेयर	एअरई	सेन्टीयर
मोटवान	357	0	09	75
	103	0	10	40
	120	0	09	10

[सं० ओ-12016/73/82—प्रोड०]

S.O. 1978.—Whereas by notification of the Government of India in the Ministry of Energy, (Department of Petroleum) S.O. 663 dated 11-1-83 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipe line;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Well No. Walner 1 to Motwan GCS.
State : Gujarat District : Bahruch Taluka : Ankleshwar

Village	Block No.	Hec- tare	Are	Centi- tiare
Motwan	357	0	09	75
	103	0	10	40
	120	0	09	10

[No. O-12016/73/82-Prod.]

नई दिल्ली, 18 अप्रैल, 1983

का० आ० 1979...—यतः पेट्रोलियम और खनिज पाइप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 661 तारीख 11-1-83 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाईनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः समस्त अधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दी थी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करत के पश्चात् इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करने हुए केन्द्रीय सरकार एाद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्-द्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमिया में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

कूप नं० 71 टी० और सी से जोर्जाएच-6

गाँव	ब्लॉक नं०	हेक्टेयर	एअरई	सेन्टीयर
हजत	102/4	0	15	60

[सं० ओ-12016/71/82—प्रोड०]

New Delhi, the 18th April, 1983

S.O. 1979.—Whereas by notification of the Government of India in the Ministry of Energy, (Department of Petroleum) S.O. 661 dated 11-1-83 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipe line;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from Well No. 71 T&C to GGS 6
State : Gujarat District : Bahruch Taluka : Ankleshwar

Village	Block No.	Hec- tare	Are	Centi- tiare
Hazat	102/4	0	15	60

[No. O-12016/71/82-Prod.]

का० आ० 1980.—यत्. पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का० आ० सं० 662 तारीख 11-3-83 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाईनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः समक्ष अधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, जतः उक्त अधिनियम की धारा 8 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्वेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

राज्य-गुजरात	ऐस० ऐम० ऐं० आर० से ऐंस० ऐन० ऐं० पी०	जिला व तालुका—मेहसाना				
गांव	सर्वे नं०	हैक्टेयर	एअरई	सेन्टीयर,		
संथाल	320	0	12	10		
	458	0	10	10		

[सं० जी० 12016/72/प्रोड-82]

राजेंद्र सिंह, निदेशक

S.O. 1980.—Whereas by notification of the Government of India in the Ministry of Energy, (Department of Petroleum) S.O. 662 dated 11-1-83 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipe line;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publi-

cation of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from SNAR to SNAP

State : Gujarat

District & Taluka : Mehsana

Village	Survey No.	Hec- tare	Ac- re	tiare
Santhal	320	0	12	10
	458	0	10	10

[No. O-12016/72/Prod-82].

RAJENDRA SINGH Director.

सिंचाई मंत्रालय

नई दिल्ली, 24 फरवरी, 1983

का० आ० 1981.—केन्द्रीय सरकार एतद्वारा राजभाषा (संघ के सरकारी प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुकरण में, सिंचाई मंत्रालय के निम्नलिखित कार्यालयों को, जिनके कर्मचारीकुन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. केन्द्रीय जल आयोग, सेवा भवन, रामकृष्णपुरम, नई दिल्ली।
2. केन्द्रीय मृदा एवं सामग्री अनुसंधान शाला, होजबाग, नई दिल्ली-16
3. गंगा बाढ़ नियंत्रण आयोग, सिंचाई भवन, तृतीय मंजिल, पटना-800015
4. सोन नदी आयोग, 138 ए/डी, श्री कृष्णपुरी, पटना-800013
5. माही नियंत्रण बोर्ड, 9-मोरो प्राइड, सहली मार्ग, उदयपुर (राजस्थान)
6. बाणसागर नियंत्रण बोर्ड, रीवा (मध्य प्रदेश)
7. सरदार सरोवर निर्माण सलाहकार समिति, नर्मदा भवन, चतुर्थ मंजिल, इन्दिरा एवेन्यू रोड, बड़ोदरा (गुजरात)

केन्द्रीय जल आयोग के अधीनस्थ कार्यालयः—

1. अन्वेषण सकल संस्था—एक केन्द्रीय जल आयोग, एन० एच०—IV, फरीदाबाद (हरियाणा)।
2. केन्द्रीय मंशर डिबोजन, केन्द्रीय जल आयोग, पश्चिम ब्लाक—दो रामकृष्णपुरम, नई दिल्ली।
3. अन्वेषण सकल संस्था—दो, केन्द्रीय जल आयोग, एन० एच० IV, फरीदाबाद (हरियाणा)
4. जल संसाधन एवं बाढ़ पूर्वानुमान सकल, केन्द्रीय जल आयोग, सेवा भवन, नई दिल्ली।
5. जल संसाधन एवं बाढ़ पूर्वानुमान डिबोजन, केन्द्रीय जल आयोग, देहरादून (उ० प्र०)
6. जल संसाधन एवं बाढ़ पूर्वानुमान डिबोजन—दो, केन्द्रीय जल आयोग, आगरा (उ० प्र०)।
7. जल संसाधन एवं बाढ़ पूर्वानुमान डिबोजन—II, केन्द्रीय जल आयोग, जयपुर (राजस्थान)
8. जल संसाधन एवं बाढ़ पूर्वानुमान सकल, केन्द्रीय जल आयोग, बाराणसी (उ० प्र०)।
9. जल संसाधन एवं बाढ़ पूर्वानुमान डिबोजन 1, केन्द्रीय जल आयोग, लखनऊ (उ० प्र०)

10. जल संसाधन एवं बाढ़ पूर्वानुमान विवीजन-बो, केन्द्रीय जल आयोग, लखनऊ (उ० प्र०)
11. जल संसाधन एवं बाढ़ पूर्वानुमान विवीजन, केन्द्रीय जल आयोग, वाराणसी (उ० प्र०)
12. प्रगति एवं विकास (पी० एण्ड डी०) यूनिट, केन्द्रीय जल आयोग, मेधाभवन, रामकृष्णपुरम, नई दिल्ली ।
13. गंगा बेसीन जल संसाधन संगठन, केन्द्रीय जल आयोग, वसन्त बिहार, नई दिल्ली ।
14. पंचेश्वर अन्वेषण विवीजन-बो, केन्द्रीय जल आयोग, पिथौरागढ़ (उ० प्र०)
15. सूखा क्षेत्र अध्ययन विवीजन-सीन, केन्द्रीय जल आयोग, पुणे (महाराष्ट्र)
16. पुणे गेजिंग विवीजन, केन्द्रीय जल आयोग, पुणे (महाराष्ट्र)
17. केन्द्रीय बाढ़ पूर्वानुमान विवीजन, केन्द्रीय जल आयोग, सूरत (गुजरात)
18. सल-वैज्ञानिक प्रेषण एवं बाढ़ पूर्वानुमान सॉकल दक्षिण), केन्द्रीय जल आयोग, हैदराबाद (उ० प्र०)
19. चिनाब अन्वेषण सॉकल, केन्द्रीय जल आयोग, जम्मू (जम्मू और कश्मीर)
20. चिनाब अन्वेषण विवीजन, केन्द्रीय जल आयोग, जम्मू (जम्मू और कश्मीर)
4. Water Resources & Flood Forecasting Circle, Central Water Commission, Sewa Bhawan, New Delhi.
5. Water Resources & Flood Forecasting Division Central Water Commission, Dehra Dun (U.P.)
6. Water Resources & Flood Forecasting Division II, Central Water Commission, Agra (U.P.)
7. Water Resources & Flood Forecasting Division II, Central Water Commission, Jaipur (Rajasthan).
8. Water Resources & Flood Forecasting Circle, Central Water Commission, Varanasi (U.P.).
9. Water Resources & Flood Forecasting Division-I, Central Water Commission, Lucknow (U.P.)
10. Water Resources & Flood Forecasting Division-II, Central Water Commission, Lucknow (U.P.)
11. Water Resources & Flood Forecasting Division, Central Water Commission, Varanasi (U.P.)
12. Progress & Development Unit, Central Water Commission, Sewa Bhawan, R. K. Puram, New Delhi.
13. Ganga Basin Water Resources Organisation, Central Water Commission, Vasant Bihar, New Delhi
14. Pancheshwar Investigation Division-II, Central Water Commission, Pithoragarh (U.P.)
15. Draught Area Study Division-III, Central Water Commission, Pune (Maharashtra).
16. Pune Gauging Division, Central Water Commission, Pune, (Maharashtra).
17. Central Flood Forecasting Division, Central Water Commission, Surat (Gujarat).
18. Hydrological Observation & Flood Forecasting Circle (South) Central Water Commission, Hyderabad (A.P.)
19. Chenab Investigation Circle, Central Water Commission, Jammu (J&K).
20. Chenab Investigation Division, Central Water Commission, Jammu (J&K).

[सं० 1(3)/82—हिन्दी]

कमल मोहन चड्ढा, निदेशक

MINISTRY OF IRRIGATION

New Delhi, the 24th February, 1983

S.O. 1981.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Irrigation the staff whereof have acquired the working knowledge of Hindi :—

1. Central Water Commission, Sewa Bhawan, R. K. Puram, New Delhi.
2. Central Soil & Material Research Station. Hauz Khas, New Delhi.
3. Ganga Flood Control Commission, Sinchai Bhawan, 3rd Floor, Patna-800015.
4. Sone River Commission, 136 A/D Shri Krishna-puri, Patna-800013.
5. Mahi Control Board, 9, Polo Ground, Saheli Road, Udaipur, (Rajasthan).
6. Bansagar Control Board, Rewa (M.P.).
7. Sardar Sarovar Construction Advisory Committee, Narmada Bhawan, 4th Floor, Indra Avenue Road, Vadodra, (Gujarat).

Subordinate Offices of Central Water Commission

1. Investigation Circle No. 1, Central Water Commission, NH-IV, Faridabad (Haryana).
2. Central Stores Division, Central Water Commission, West Block-II, R. K. Puram, New Delhi.
3. Investigation Circle No. 2, Central Water Commission, NH-IV, Faridabad (Haryana).

60 GI/83--3

[No. 1(3)/82-Hindi]
K. M. CHADHA, Director

सूचना और प्रसारण मंत्रालय

आदेश

नई दिल्ली, 12 अप्रैल, 1983

का० आ० 1982 -- फिल्म मालाहकार बोर्ड के कार्यकारण से से सम्बन्धित विनियमों के 14 (ख) के उपबन्धों के अन्तर्गत प्रदान अधिकारों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा इसके साथ तर्फी सम्बद्ध अनुधुची के कालम 2 में दी गई फिल्म को उस/उनके सभी भाषाओं के रूपान्तर सहित, जिसका विवरण उनके/प्रत्येक के सामने उक्त अनुधुची के कालम 6 में दिया हुआ है, स्वीकृत करती है :—

अनुसूची

क्रम फिल्म का नाम संख्या	फिल्म की लम्बाई (मीटरों में)	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा संबंधित फिल्म है या समाचार और सामाजिक घट- नाओं की फिल्म है या डाकुमेंटरी फिल्म है।	
1	2	3	4	5	6
1. भारतीय समाचार समीक्षा 1789 और भारतीय समाचार समीक्षा 1789 (क्षेत्रीय दक्षिण)	267	फिल्म प्रभाग, भारत सरकार, 24-पैदर रोड, बम्बई- 400026.	समाचार और सामयिक घट- नाओं पर फिल्म 1 क्रमशः सामान्य और क्षेत्रीय प्रदर्शन के लिये।		
2. भारतीय समाचार समीक्षा 1790 और भारतीय समाचार समीक्षा 1790 (क्षेत्रीय पश्चिम)	295	तथैव	तथैव		
3. भारतीय समाचार समीक्षा 1791 और भारतीय समाचार समीक्षा 1791 (क्षेत्रीय उत्तर)	270	फिल्म प्रभाग, भारत सरकार, 24-पैदर रोड, बम्बई- 400026.	समाचार और सामयिक घटनाओं की फिल्म। क्रमशः सामान्य और क्षेत्रीय प्रदर्शन के लिये।		
4. भारतीय समाचार समीक्षा 1792	304	तथैव	समाचार और सामयिक घटनाओं की फिल्म। सामान्य प्रदर्शन के लिये।		
5. भारतीय समाचार समीक्षा 1792-क	282	तथैव	तथैव		
6. भारतीय समाचार समीक्षा 1793	263	तथैव	तथैव		
7. भारतीय समाचार समीक्षा 1794 और भारतीय समाचार समीक्षा 1794 (क्षेत्रीय पूर्व)	268	तथैव	समाचार और सामयिक घट- नाओं की फिल्म। क्रमशः सामान्य और क्षेत्रीय प्रदर्शन के लिये।		

[फाइल संख्या 315/1/83-एफ (पी)]

सुकुमार मंडल, डेस्क अधिकारी

MINISTRY OF INFORMATION AND BROADCASTING

ORDER

New Delhi, the 12th April, 1983

S.O. 1982.—In exercise of the powers vested under the provisions of Rule 14(b) of the Regulations relating to the working of the Film Advisory Board, the Central Government hereby approves films specified in column 2 of the Schedule annexed

here to in all its/their languages version to be of the description specified against it/each in column 6 of the said Schedule.

SCHEDULE

Sl. No.	Title of the film	Length of the film (in metres)	Name of the applicant	Name of the producer	Brief synopsis whether a scientific film or for educational purposes or a film dealing with news, current events and documentary film
1	2	3	4	5	6
1.	INR 1789 & INR 1789 (Regional South)	267	Films Division, Government of India, 24-Peddar Road, Bombay-400026.		News and current events. General and regional release respectively.
2.	INR 1790 & INR 1790 (Regional West)	295	-do-		-do-
3.	INR 1791 & INR 1791 (Regional North)	270	-do-		-do-
4.	INR 1792	304	-do-		News and current events. General Release.
5.	INR 1792-A	282	-do-		-do-
6.	INR 1793	263	-do-		-do-
7.	INR 1794 & INR 1794 (Regional East)	268	-do-		News and current events. General and release respectively.

[File No. 315/1/83-F(P)]

SUKUMAR MANDAL, Desk Officer

संचार संचालन

(डाक तार बोर्ड)

नई दिल्ली, 15 अप्रैल, 1983

का.आ. 1983 :—स्थायी आवेदन संख्या 627, दिनांक 8 मार्च, 1980 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम, 434 के खण्ड (3) के पैरा (क) के अनुसार डाक-तार महानिदेशक ने धर्मावरम टेलीफोन केंद्र में दिनांक 1-5-1983 से प्रमाणित दर प्रणाली लागू करने का निर्देश किया है।

[संख्या 5-8/83-पी. एच. बी.]

MINISTRY OF COMMUNICATIONS

(P & T Board)

New Delhi, the 15th April, 1983

S.O. 1983.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1st May, 1983 as the date on which the Measured Rate System will be introduced in Dharmavaram Telephone Exchange Andhra Pradesh Circle

[No. 5-8/83-PHB]

का.आ. 1984 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1980 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम, 434 के खण्ड (3) के पैरा (क) के अनुसार डाक-तार महानिदेशक ने मुन्नार/अटिमाली/चिथिरपुरम्/देविकुलम्/कुन्जित्थनी/वेल्लथूवल टेलीफोन केन्द्र में दिनांक 1-5-1983 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-9/83-पी. एच. बी.]

आर. सी. कटारिया, सहायक महानिदेशक,
(पी. एच. बी.)।

S.O. 1984.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1st May, 1983 as the date on which the Measured Rate System will be introduced in Munnar/Adimaly/Chithirapuram/Devicolam/Kunjithanni/Vellathooval Telephone Exchanges Kerala Circle.

[No. 5-9/83-PHB]

R. C. KATARIA, Asstt. Director Genl. (PHB)

श्रम तथा पुनर्वास मंत्रालय

(श्रम विभाग)

नई दिल्ली, 13 अप्रैल, 1983

का. आ. 1985 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पी. के. दुरईसामी चैतियार कम्पनी, राइग एण्ड आइल मिल्स, 2, पिल्लईआर कोइल स्ट्रीट कटपडी, नार्थ आरकोट डिस्ट्रिक्ट, तमिलनाडु राज्य तथा 2, पिल्लईआर कोइल स्ट्रीट, कटपडी, नार्थ आरकोट जिला पर स्थित गोदाम नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहु-संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/14/82-पी. एफ. 2]

MINISTRY OF LABOUR & REHABILITATION

(Department of Labour)

New Delhi, the 13th April, 1983

S.O. 1985.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as Messrs. P. K. Duraisamy Chettiar Company, Rice and Oil Mills, 2, Pillaiar Koil Street, Katpadi, North Arcot District, Tamil Nadu State including its Godown at No. 2, Pilliyar Koil Street, Katpadi, North Arcot District, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(14)/82-P. F. II]

का० आ० 1986 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री वासवी परमेश्वरी परमानेंट फंड लिमिटेड, 641, बाजार स्ट्रीट, करूर, त्रिची डिस्ट्रिक्ट, तमिल नाडु नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/48/83-पी०एफ०-2]

S.O. 1986.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as Messrs Sri Vasavi Parameswari Permanent Fund Limited, 641, Bazar Street, Karur, Trichy District, Tamil Nadu, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(48)/83-P.F. II]

का० आ० 1987 :—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मेटलफार्मस, 375-बी, रोड न० 15, वगल इण्डस्ट्रीयल एस्टेट, थाना-400604 तथा इसका मुख्य कार्यालय, 507, एम० जी० रोड, नौपाडा, थाना-400602 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहु-संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/4/83-पी०एफ०-2]

New Delhi, the 14th April, 1983

S.O. 1987.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as Messrs Metalfarms, 375-B, Road No. 15, Wagle Industrial Estate, Thana-400604 including its Head Office at 507, M. G. Road, Naupada, Thane-400602, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section I of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(4)/83-P. F. II]

का० प्रा० 1988.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सुर्वे एण्ड सन्स, टेक्नीशियन शेड, डब्ल्यू-109, कल्याण शील रोड, एम० आई० डी० सी०, फेस-II, डोम्बिवली, जिला धाना, महाराष्ट्र नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/5/83-पी०एफ०-2]

S.O. 1988.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as Messrs Surve and Sons, Technician Shed, W-109, Kalyan Sheel Road, MIDC, Phase-II, Dombivli District, Thana, Maharashtra, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(5)/83-P. F. II]

का० प्रा० 1989.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स हंटल मेफेयर, माजदा बंगला, म्यात रोड, महाबलेश्वर-412806 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/6/83-पी०एफ०-2]

S.O. 1989.—Whereas it appears to the Central Government that the employer and the Majority of the employees in relation to the establishment known as Messrs. Hotel Mayfair, Mazda Bungalow, Myatt Road, Mahabaleshwar-412806 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(6)/83-P. F. II]

का० प्रा० 1990.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डायमंड बैंगल्स, स्वास्तिक कम्पाउण्ड, राम बाग, स्वामी विवेकानन्द रोड, मलाद (वेस्ट), बम्बई-400064 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/7/83-पी०एफ०-2]

S.O. 1990.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Diamond Bangles, Swastik Compound, Ram Baug, Swami Vivekanand Road, Malad (West) Bombay-400064 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provision Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section I of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(7)/83-PF II]

का० प्रा० 1991.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स आई० बी० एच० मैगनीस डिस्ट्रीब्यूटर्स प्राईवेट लिमिटेड, महालक्ष्मी चेम्बर्स, बेसमेंट, 22, भूलाभाई देसाई रोड, बम्बई-400026 तथा इसका पंजीकृत कार्यालय 412, तुलेसीयानी चेम्बर्स, 212, बैकवे रिक्लेमेशन, नारामन प्वाइन्ट, बम्बई-21 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35018/8/83-पी०एफ०-2]

S.O. 1991.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. zine, Distributors, Private Limited, Mahalaxmi Chambers, Basement, 22, Bhulabhai Desai Road, Bombay-400026 including its Registered Office at 412, Tulsiani Chambers, 212, Backbay Reclamation, Nariman Point, Bombay-400021, have agreed that the provision of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section I of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(8)/83-PF.II]

का० प्रा० 1992.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अरोफाईन केमिकल इन्डस्ट्रीस, अरोफाईन हाऊस, ए-18 डोम्बिवली एम० आई० डी० सी० इन्डस्ट्रीयल ऐरिया, फेस-II मैनपाडा रोड, डोम्बिवली-421201 (जिला थाना) तथा इसका कार्यालय द्वारा अरोन्डेकर आर्ट स्टूडिओ, 234, अरोन्डेकर हाऊस, लेडी जमशेदजी रोड, शिवाजी पार्क, बम्बई-28 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस०-35018/9/83-पी० एफ० 2]

S.O. 1992.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Arofine Chemical Industries, Arofile House A-18, Dombivli, MIDC Industrial Area Phase-II Manpada Road, Dombivli-421201 (District Thana) including its Office at C/o Arondekar Art Studio, 234, Arondekar House, Lady Jamshedji Road, Shivaji Park Bombay-28, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(9)/83-PF.II]

का० प्रा० 1993.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सुयाश संकल्प, 132/बी, गणेशखिन्द रोड, पूना-411007 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस०-35018/10/83-पी० एफ० 2]

S.O. 1993.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Suyash Sanalp, 132/B, Ganeshkhind Road, Poona-411007, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(10)/83-PF.II]

का० प्रा० 1994.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स पैकवेल कम्बाईन, 501/ए, बाईकल्ला सर्विस इन्डस्ट्रीस, सुसेक्स क्रॉस रोड, बाईकल्ला, बम्बई-400027 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस०-35018/11/83-पी० एफ० 2]

S.O. 1994.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Packwel Combine, 501/A Byculla Service Industries, Sussex Cross Road, Byculla, Bombay-27, have agreed that the provisions of the Employees' Provident Fund, and Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(11)/83-PF.II]

का० प्रा० 1995.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नावल इंजिनियर्स प्राईवेट लिमिटेड, प्लॉट नं० सी-12 एम० आई० डी० सी० फंक्शनल इण्डस्ट्रीयल एस्टेट, सागांव, मैनपाडा रोड, पो० बा० नं० 14, डोम्बिवली-421204 जिला थाना, महाराष्ट्र तथा इसका पंजीकृत सेल्स आफिस चौथी मंजिल समबावा चैम्बर्स, सर फिरोजशाह मेहता रोड, बम्बई-400001 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस०-35018/12/83-पी० एफ० 2]

S.O. 1995.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Novel Engineers, Private Limited, Plot No. C-12, MIDC Functional Industrial Estate, Sagaon, Manpada Road, P.B. No. 14, Dombivli-421204 Thana District (Maharashtra) including its Registered Sales office at 4th Floor, Sambava Chambers, Sir Phirozshah Mehta Road, Bombay-400001, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(12)/83-PF.II]

का० प्रा० 1996.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्काईलार्क इंग्रेवर्स, जे० कारिया इण्डस्ट्रीयल स्टेट, पहली मंजिल यूनीट नं० 11 बाईकुल्ला, बम्बई-11 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/13/83-पी० एफ० 2]

S.O. 1996.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Skylark Engravers, J. Karia Industrial Estate, 1st Floor, Unit No. 11, Bycolia Bombay-400011 have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35018(13)/83-PF.II]

का० प्रा० 1997.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स वोल्तास इम्प्लाइड्स कन्जूमर्स को-ऑपरेटिव सोसाईटी लिमिटेड द्वारा वोल्तास लिमिटेड कैंन्टीन प्रीमार्शेज आफ वोल्तास लिमिटेड, डा० आम्बेडकर रोड, बम्बई-33 तथा इनकी ब्रांच्स (1) वोल्तास हाऊस 19, जे० एन० हेयरडीया मार्ग, वलाड स्टेट बम्बई-38 और (2) वोल्तास लिमिटेड प्रीमार्शेज, दूसरा पोखरन रोड, थाना, महाराष्ट्र नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/14/83-पी० एफ०-2]

S.O. 1997.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Voltas Employees' Consumers Cooperative Society Limited, C/o. Voltas Limited, Canteen Premises of Voltas Limited, Dr. Ambedkar Road, Bombay-33 including its branches at (i) Voltas House, 19, J. N. Heredia Marg, Ballard Estate, Bombay-38 and (ii) Voltas Limited Premiers, 2nd Pokharan Road, Thana, Maharashtra have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(14)/83-PF.II]

का० प्रा० 1998.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स एक्सअथर फर्नेस कम्पनी, 23, मोहनी मेनशन, स्टार्ड मिनेमा के सामने, कोलाबा बम्बई-5 तथा इसकी फैक्ट्री यूनीट नं० 12, केवल इण्डस्ट्रीयल स्टेट, फरगुसन रोड, लोवर पेरल बम्बई-13 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/15/83-पी० एफ० 2]

S.O. 1998.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Exather Furnace Company, 23, Mohini Mansion, Opposite Strand Cinema, Colaba, Bombay-5 including its factory Unit No. 12, Kewal Industrial Estate, Ferguson Road, Lower Parel, Bombay-13, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(15)/83-PF.II]

का० प्रा० 1999.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कीर्तीलाल कालीदास डायमंड एक्सपोर्ट्स, 7, खीरा इन्डिस्ट्रियल एस्टेट, एस० टी० रोड, सान्ताक्रूज बम्बई-400004 तथा इसका कार्यालय 1012 ए, प्रसाद चेम्बर्स, टाटा रोड नं० 2 बम्बई-400004 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस०-35018/16/83-पी० एफ०-2]

S.O. 1999.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Kirtilal Kalidas Diamond Exports, 7, Khira Industrial Estate, S.T. Road, Santacruz, Bombay-400004 including its office at 1012-A Prasad Chambers, Tata Road No. 2, Bombay-400004, have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by provisions of the Employees' Provident Funds and Miscellaneous Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(16)/83-PF.II]

का० आ० 2000—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बालचन्दनगर शेती कामगार सहकारी ग्राहक वस्तु भंडार, मकाम धवलपुरी, पो० बालचन्दनगर जिला पुणे नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए,

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[स० एस०-35018/17/83-पी० एफ० 2]

S.O. 2000.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Walchandnagar Shet Kamgar Sahakari Grahak Vastu Bhandar, Dhavalpur, Post Office, Walchandnagar District Pune have agreed, that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35018(17)/83-PF.II]

का० आ० 2001 :—मैसर्स नेशनल मैन्यूफैक्चरिंग प्रा० लि० सी०-27/135-5, राम कटोरा रोड, वाराणसी-221001 (उ० प्र०/2529) तथा इसकी कारखाना—टी०यू० एस० ओ० इलेक्ट्रिकल वर्क्स सी०-26/34, राम कटोरा रोड, वाराणसी-221001 (उ० प्र०/1436) (जिसे इसमें इसके पश्चात् उक्त स्थापना कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का भुगतान किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महवद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और अपने उचित अनुसूची में विनिर्दिष्ट शर्तों के अधीन

रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तनों से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उक्त प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर मन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का भुगतान, लेखाओं का अन्तरण, निरीक्षण प्रभागों का मन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भुगत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, तो उक्त स्कीम के अधीन अनज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधि वारिस/नाम निर्देशित को प्रति कर के रूप में दोनों रकमों के अन्तर के बराबर रकम का भुगतान करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां तक किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपनी अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाने हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उम नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है तो और पालिसी को व्यापन हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों / विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनिश्चिन करेगा।

[मं० एम० 35014/53/83 पी०एफ० 2]

S.O. 2001.—Whereas Messrs U.P. National Manufacturers Pvt. Ltd., C-27/135-5, Ram Katora Road, Varanasi-221001 (UP/2529) and its factory—TULU Electric Works, C-26/34, Ram Katora Road, Varanasi-221001 (UP/1436) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years;

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in, payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled to it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

का० प्रा० 2002 :—मैसर्स एम०पी० स्टेट फॉरेस्ट डेवलपमेंट कारपोरेशन लि०, पञ्चानन, 5वां फ्लोर, मालवीय नगर भोपाल, मध्य प्रदेश और मध्य प्रदेश में इसकी विभिन्न केंद्र शाखाएं जिनका कोड नं० एम पी 3082 से 3095, 3239 और 3232) हैं। (जिसमें इसमें इसके पश्चात् उक्त स्थापन कहा गया है), ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1965 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (क) के अधीन छूट दिए जाने के लिए आवेदन किया है :

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निशेष सहस्रक बीमा स्कीम, 1976 (जिससे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः, केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उप धारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा-अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की एक प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात का हात हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रति कर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उप सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी कार्यक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उन स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिया वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/40/83-पी०एफ०-2]

S.O. 2002.—Whereas Messrs The M.P. State Forest Development Corporation Ltd., Panchanan, Vth Floor, Malviya Nagar Bhopal, Madhya Pradesh and its branch at the various Centres in Madhya Pradesh bearing Code Nos. MP/3082 to 3095, 3239 & 3232 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commission, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that

would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment ment of benefits under the Group Insurance scheme of the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S.-35014/40/85-PFII]

का० घा० 2003 :—मेटल बाक्स इण्डिया लिमिटेड, बारलो हाउस, 59-सी चौरंगी रोड, कलकत्ता-700020 (पश्चिम बंगाल/7931) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कलकत्ता को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर मन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का मन्दाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा-अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या को भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बाब के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधि वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त कलकत्ता के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन

देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारण वश नियोजक उस निश्चित तारीख के भीतर जो भारतीय जीवन निगम निश्चित करे प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए किसी व्यक्तिगत दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/60/83-पी० एफ० 2]

S.O. 2003.—Whereas Messrs Metal Box India Limited, Barlow House, 59C Chowringhee Road, Calcutta-700020 (WB/7931) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years:

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Calcutta, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts,

submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Calcutta and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(60)/83-PF. II]

क्र० आ० 2004.—मैसर्स डी०सी०एम० वनस्पति मैनुफैक्चरिंग वर्क्स, नजफगढ़ रोड, नई दिल्ली, 15 (दिल्ली 96) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं, और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, इसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन

फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों विधिक वारिसों की बीमा कृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस०-35014/64/83-पी०एफ०-2]

S.O. 2004.—Whereas Messrs D.C.M. Vanaspati Manufacturing Works, Najafgarh Road, New Delhi-15 (DL/96) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making

any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(64)/83-PF. II]

का० आ० 2005.—मैसर्स डी० सी० एम० केमिकल वर्क्स शिवाजी मार्ग नई दिल्ली-15 (दिल्ली/103), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय है, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब

कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ा जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन निगम नियत करें बीमा निगम प्रीमियम का संदाय करने में असफल रहता है, और पानिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती

तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनिश्चिन करेगा।

[संख्या एस०-35014/63/83-पी०एफ०-2]

S.O. 2005.—Whereas Messrs D.C.M. Chemical Works, Shivaji Marg, New Delhi-15 (DL/103) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years:

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Calcutta, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(63)/83-PF. II]

क्र० प्रा० 2006.—मैसर्स डी० सी० एम० कन्टेनर्स वर्क्स, नरसिंहरा रोड, नई दिल्ली-15 (दिल्ली 11) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायक अनुसूची में विनिर्दिष्ट जतों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

प्रमुखी

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संचाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संचाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संचाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संचाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधायक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संचाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना

हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्ति होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करें प्रीमियम का संचाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संचाय में किए गए किसी व्यक्तिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधायक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संचाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधायक वारिसों को बीमाकृत रकम का संचाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनिश्चित करेगा।

[संख्या एस०-35014/62/83-पी०एफ०-3]

S.O. 2006.—Whereas Messrs D.C.M. Container Works, Najafgarh Road, New Delhi-15 (DL/11) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years;

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(62)/83-PF. II]

का० प्रा० 2007.—मैसर्स राजस्थान स्टेट माईन्स एण्ड मिनरल्स लिमिटेड, सहेली मार्ग, उदयपुर (राजस्थान 241) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

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और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक माम की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रश्नों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उस की बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत नारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है; और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट नहीं गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[सं० एम० 35014/61/83-भ०नि०-2]

S.O. 2007.—Whereas Messrs Rajasthan State Mines & Minerals Ltd., Saheli Marg, Udaipur (RJ/241) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees

than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years:

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the

said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(61)/83-PF. II]

का० प्रा० 2008:—मैसर्स जे० के० सीमेंट वर्क्स, कैलाश नगर, निम्बाहेरा (राज०/2054) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (क) में के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा

कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम की अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए, भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिके वारिस/नाम निर्देशिती को प्रति-कर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम का उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है, तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/59/83-पी०एफ-2]

S.O. 2008.—Whereas Messrs J. K. Cement Works, Kailash Nagar, Nimbahera (RJ/2054) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years:

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the

said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(59)/83-PF-II]

का० प्रा० 2009.—मैसर्स गर्ग एसोसिएटेड प्राईवेट लिमिटेड, डी-6 इण्डस्ट्रियल एरिया, 3-मेरठ रोड, गाजियाबाद 3 (उ०प्र०/3983) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिये आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं, और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति श्रीर जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती है, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधि वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं.एस-35014/70/83-पीएफ-2]

S.O. 2009.—Whereas Messrs Garg Associated Pvt. Ltd., D-6, Industrial Area, 3, Meerut Road, Ghaziabad-3, (UP/3983) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And wherefore, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may, direct from time to time

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(70)/83-PF.II]

का०शा० 2010. —मैसर्स ट्रैक पार्ट्स आफ इण्डिया लि०, 4-इण्डस्ट्रियल एरिया, गोविन्द नगर, डाकघर, उद्योग नगर, कानपुर-208022(उ०प्र०/1891) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्यनिधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है :

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये भवे फायदे उन फायदों से अधिक अनुकूल है जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

अनुसूची

1. उक्त स्थापन के संबन्ध में नियोजक प्रादेशिक भविष्यनिधि आयुक्त उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाय, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्यनिधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्यनिधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होनी है, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिसों नाम निर्देशितों को प्रतिवार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कब हटा जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिरिक्त की दशा में उन मृत सदस्यों के नामनिर्देशितों या विधिवत वारिसों, को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितों/विधिवत वारिसों की बीमाकृत रकम का का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एम्-35014/69/83-पी०एफ०-2]

S.O. 2010.—Whereas Messrs Track Parts of India Ltd., 4, Industrial Area, Govind Nagar, P.O. Udyog Nagar, Kanpur-208022 (UP/1891), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insu-

rance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(69)/83-PF II]

का०प्रा० 2011.—मैमर्स एडवान्स स्टील ट्यूब्स लिमिटेड, 45/3, इण्डस्ट्रियल एरिया, सार्ट-4, साहिबाबाद, जिला गाजियाबाद (उत्तर प्रदेश/5534), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (क) के अधीन छूट दिए जाने के लिये आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का मन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महबूब बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि, आयुक्त उत्तर प्रदेश को ऐसे विवरणों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुद्रिणाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर मन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणों का प्रस्तुत किया जाना, बीमा प्रीमियम का मन्दाय, लेखाओं का अन्वर्ण, निरीक्षण प्रभागों का मन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा

कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजन सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी मशोधन प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस निम्न तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यापगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम में अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनियो/विधिक वारिसों की बोनसकृत रकम का सहाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बोनसकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/68/83- पी० एफ०-2]

S.O. 2011.—Whereas Messrs Advance Steel Tubes Limited, 45/3, Industrial Area, Site-4, Sahibabad, Distt. Ghaziabad (UP/5534) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would

be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(68)/83-PF.II]

का० आ० 2012.—मैसर्स डी० सी० एम०, इण्डस्ट्रियल ऐगिया, पावर हाऊस, नजफगढ़ रोड, नई दिल्ली-15 (दिल्ली 10) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे

लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बान के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन-संदेय रकम उस रकम से कम है, जो कर्मचारी की उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिसनाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या

इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का सदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[संख्या एम०-35014/65/83-पी० एफ०-2]

S.O. 2012.—Whereas Messrs D.C.M., Industrial Area, Power House, Najafgarh Road, New Delhi-15 (DL/10) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(65)/83-PF.II]

का० ग्रा० 2013.—मैसर्स ग्वालियर रेयन सिल्क मेनु-फैब्रिकेशन (मैन्यु०) कं० लिमिटेड, ग्रासीलेन डिवीजन वर्क्स, कुमारापट्टियाम 581923 (हरिहर के पास) जिला धारवार (कर्नाटक/7474) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का

सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे ।

2. नियोजक ऐसे निरीक्षण प्रभारों की प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी हैं होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहिले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/66/83-पी० एफ०-2]

S.O. 2013.—Whereas Messrs The Gwalior Rayon Silk Mfg. (Mvgs.) Co. Ltd., Grasiline Division Works, Kumarapatnam 581923 (Near Harihar) District Dharwar (KN/7474), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the

nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(66)/83-PF.II]

का० आ० 2014. मैसम मकन्द आयरन एण्ड स्टील वर्क्स लिमिटेड, लाल बहादुर शास्त्री, कुरला, बम्बई-400070. (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (3) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का मन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महसूद बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सबध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक- मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का मन्दाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का मन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें मंशोधन किया जाए, तब उस मंशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा, जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदैव रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सदेह होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/ताम निर्देशिनी की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का मदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी मंशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी मंशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, यहा इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का सन्दाय करते में असफल रहता है, और पलिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय वा उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनियों/विधिक वारिसों को बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनिश्चित करेगा।

[सं० एस० 35014/67/83 पी० एफ०-2]

SO., 2014.—Whereas Messrs Mukund Iron and Steel Works Ltd., Lal Bahadur Shastri, Kurla, Bombay-400070, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(67)/83-PF II]

का०प्र० 2015 सैसर्स जे० के० स्थिटिक लिमिटेड, अय-केय नागां कोटा (राजस्थान 515) जिससे इसमें इसके पश्चात उक्त स्थापन कहा गया है ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (छ) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का मन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1970 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

ग्रन्थसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ती के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3 क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रणाम्य में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को मँदरत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाने हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अन्तर्कूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मंदेश रकम उस रकम से कम है, जो कर्मचारी का उस दशा में मंदेश हूँ, जहाँ वह उक्त स्कीम के अधीन होता था, नियोजक कर्मचारी के विधिक वारिसों नामनिर्देशनी की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वह, प्रादेशिक भी भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का प्रकृतियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे

स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को रद्दपत्रित हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नाम-निर्देशनित या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने का उसके हकदार नामनिर्देशनित/विधिक वारिसों की बीमाकृत रकम का सन्दाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[मं० एम० 35014/56/83पी०एफ-2]

S.O. 2015.—Whereas Messrs J. K. Synthetic Limited, Jay-Kay Nagar, Kota (RJ/515), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(56)/83-PF.II]

का० आ 2016—मैसर्स सर पदमप्रत रिसर्च सेन्टर, जय के नगर, कोटा) (राजस्थान/2313) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिससे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (3) के अधीन छट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे

पा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और उसमें उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखावद्ध का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम वा सन्दाय, लेखावद्ध का अन्तरण, निरीक्षण प्रभारा का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुरंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे में समूचा रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन-संदेय रकम उस रकम से कम है, जो कर्मचारी का उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्वं अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन से देने पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस०-35014/57/83-पी० एफ०-2]

S.O. 2016.—Whereas Messrs Sir Padampat Research Centre, Jay Kay Nagar, Kota (RJ/2313), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the

benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(57)/83-PF.11]

क्र० प्रा० 2017.—मैसर्स जयपुर उद्योग लिमिटेड शक-घर-साहूनगर सावल माधोपुर (राजस्थान 25) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना भी भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेपमहबूद बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे निष्ठा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा केन्द्रीय सरकार समय-समय पर निनिर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तर्गण, निरीक्षण प्रश्नों का सन्वाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा

कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-गद् प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होनी, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी, संशोधन, प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं या यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई

होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिवक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनिश्चित करेगा।

[संख्या एस०-35014/58/83-पी० एफ०-2]

ए०के० भट्टारई, अवर सचिव

S.O. 2017.—Whereas Messrs Jaipur Udyog Limited, P.O. Sahunagar Sawal Modhopur (RJ/25), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and (Miscellaneous Provisions) Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(58)/83-PF II]

A. K. BHATTARAI, Under Secy.

आदेश

नई दिल्ली, 20 जनवरी, 1983

क्र० आ० 2018.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में आन्ध्र बैंक के प्रबंधतंत्र से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जे० एम० महापात्र होंगे जिनका मुख्यालय भुवनेश्वर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या आन्ध्र बैंक के प्रबंधतंत्र की राउरकेला शाखा के संबंध में बैंक के गैर-अधीनस्थ कर्मचारियों को 150 रु० प्रति मास तथा अधीनस्थ कर्मचारियों को 100 रु० प्रति माह की दर से दी जाने वाली मकान भत्ता सहायता बंद करके उनके स्थान पर उन्हें 1-6-82 से औद्योगिक विवाद अधिनियम, 1947 की धारा 9क के अधीन 9-4-82 की सूचना के अनुसरण में 31-10-1979 को हुए द्विपक्षीय समझौते की शर्तों के

पैरा 12 (ii) के अनुसार मकान किराया भत्ता देने की प्रस्तावित कार्रवाई न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष के हकदार है ?”

[सं० एल 12011(3)/82-डी० 4(ए)]

ORDER

New Delhi, the 20th January, 1983

S.O. 2018.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Andhra Bank, and their workmen in respect of the matter specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by Section 7-A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri J. M. Mohapatra shall be the Presiding Officer, with headquarters at Bhubaneswar and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the proposed action of the management of the Andhra Bank in relation to its Rourkela branch to withdraw the facility of payment of house rent subsidy at the flat rate of Rs. 150 per month to non-subordinate staff and Rs. 100 per month to subordinate staff of the Bank and instead pay them house rent allowance in terms of para 12(ii) of the Bipartite Settlement dated 31-10-1979 with effect from 1-6-82 in pursuance of its notice dated 9-4-82 under section 9-A of the Industrial Disputes Act, 1947 is justified ? If not, to what relief are the workmen concerned entitled ?”

[No. L-12011(3)/82-D.IV(A)]

नई दिल्ली, 7 फरवरी, 1983

आदेश

का० आ० 2019.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में बैंक आफ मद्रास लिमिटेड से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री टी० अरुलराज होंगे, जिनका मुख्यालय मद्रास में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या बैंक आफ मद्रास लिमिटेड, मद्रास के प्रबंधतंत्र की श्री वी० वासुदेवन, अटैंडर की सेवा को 27-7-1981 से

समाप्त करने और बैंक में उनके पुनर्नियोजन के दावे की अवहेलना करने की कार्रवाई न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है ?”

[सं० एल-12032/27/82-डी० 4(ए)]

टी० बी० सीतारामन, डैस्क अधिकारी

ORDER

New Delhi, the 7th February, 1983

S.O. 2019.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bank of Madura Limited, and their workmen in respect of the matter specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by section 7-A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1974), the Central Government hereby constitutes an Industrial Tribunal of which Shri T. Arulraj shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the action of the management of Bank of Madura Limited, Madras in terminating the services of Shri B. Vasudeva, Attender with effect from 27-7-1981 and ignoring his claim for re-employment in the service of the Bank is justified ? If not, to what relief is the concerned workman entitled?”

[No. L-12012/27/82-D.IV(A)]
T. B. SITARAMAN, Desk Officer

आदेश

नई दिल्ली, 16 फरवरी, 1983

का० आ० 2020.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में ज्येष्ठ प्रभागीय विद्युत इंजीनियर, पश्चिमी रेल वड़ौदा, सहायक विद्युत इंजीनियर, पश्चिमी रेल, अहमदाबाद और पश्चिम रेल कर्मचारी परिषद, अहमदाबाद के प्रबंधतंत्र से सम्बद्ध औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः अब केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जी० एस० बरोट होंगे, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है ।

अनुसूची

“क्या ज्येष्ठ प्रभागीय विद्युत इंजीनियर, पश्चिमी रेल,

बड़ीदा और सहायक विद्युत इंजीनियर पश्चिमी रेल, अहमदाबाद द्वारा सर्वश्री नवीन पी० और जयन्तीलाल नांगिया की सेवाएं क्रमशः 13-10-78 और 5-6-78 से छटनी करने की कार्रवाई न्यायविवेक है ? यदि नहीं, तो कर्मकार किस अनुसंधान का हकदार है ? ”

[सं० एल०-41011/8/82-डी-II(बी)]

हरी सिंह, डैस्क अधिकारी

ORDER

New Delhi, the 16th February, 1983

S.O. 2020.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Senior Divisional Electrical Engineer, Western Railway Baroda, the Assistant Electrical Engineer, Western Railway Ahmedabad and Paschim Railway Karamchari, Parishad Ahmedabad and their workmen in respect of the matter specified in the Schedule hereto annexed.

And whereas the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Section 7-A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal at Ahmedabad of which Shri G. S. Barot, shall be the Presiding Officer with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the action of the Senior Divisional Electrical Engineer, Western Railway, Baroda and the Assistant Electrical Engineer, Western Railway, Ahmedabad in retrenching the services of S/Shri Navin P. and Jayantilal Nogia w.e.f. 13-10-78 and 5-6-78 respectively is justified ? If not, to what relief the workmen are entitled to ?”

[No. L-41011(8)/82-D.II(B)]

HARI SINGH, Desk Officer,

New Delhi, the 12th April, 1983

S.O. 2021.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 1, Bombay, in the industrial dispute between the employers in relation to Messrs K. S. R. Clearing and Shipping Agents Private Limited, and their workmen, which was received by the Central Government on the 6th April, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, AT BOMBAY

Reference No. CGIT-2 of 1982

PARTIES :

Employers in relation to Messrs K. S. R. Clearing and Shipping Agents Private Limited,

AND

Their Workmen.

APPEARANCES :

For the employer—Mr. H. C. Dadheech, Advocate

For Transport and Dock Worker's Union, Bombay.—Mr. S. R. Wagh, Advocate.

INDUSTRY : Ports and Docks STATE : Maharashtra
Bombay, the 28th day of March, 1983

AWARD

The Government of India, Ministry of Labour, by order No. I-31012(2)/82-D.IV(A) dated 2nd June, 1982, in exer-

cise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of Messrs K. S. R. Clearing and Shipping Agents Private Limited, and their workmen in respect of the matters specified in the Schedule mentioned below :—

SCHEDULE

“Whether the action of the management of Messrs K. S. R. Clearing and Shipping Agents Private Limited, Rex Chambers, Walchand Hirachand Marg, Bombay, in terminating the services of Shri Narayan Kashiba Ghule, Dock Clerk, with effect from the 14th November, 1981, is justified ? If not, to what relief is the concerned workman entitled ?”

2. The workman, Narayan Kashiba Ghule, was working in the employer-company as a Dock Clerk. His services were terminated by the company from 14-11-1981 by their letter dated 13-11-1981. It appears that the Transport and Dock Workers' Union (hereinafter referred to as the “Union”) wrote a letter to the company on 21-11-1981 in which the Union informed the company that its action in terminating the services of the workman was illegal and unjustified and also contrary to the principles of natural justice. The Union, therefore, requested the company to withdraw the said illegal letter of termination issued to the workman. The company replied by their letter dated 1-12-1981. The company stated in its letter :—

“Immediate reasons for Mr. Narayan Ghule's termination of services were for violating the Dock Labour Board Scheme by engaging more unlisted Labour than for which N.O.C. was obtained.”

The Union in its statement of claim submitted that the action of the company in terminating the services of the workmen is against the principles of natural justice and fair play. The workman was not afforded any opportunity to defend himself if there were any allegations against him. It was alleged that the company was guilty of malafide and unfair labour practices in terminating the services of the workman. The Union, therefore, prayed that the workman be reinstated in service with full back wages, and consequential benefits.

3. The company filed its written statement on 6-1-1983 and pleaded as follows. The termination of the services of the workman was justified and not illegal. The company has lost their faith in the workman. The company has terminated the services of the workman for violating the Dock Labour Board Scheme by engaging more unlisted labour than for which N.O.C. was obtained. It was further pleaded that the company had terminated the services of the workmen after giving full opportunity and time to explain the same. The workman had confirmed that he had engaged extra two unlisted labour without any authority. The company denied that no proper opportunity was given to the workman to defend himself. The company stated that it was not ready to reinstate the workman as the company lost the confidence in the workman. The company, therefore, prayed that the reference be dismissed.

4. Both the parties filed certain documents in support of their cases. On behalf of the Union the workman, Ghule, was examined as UW-1. No oral evidence was led on behalf of the employer. After the oral evidence was recorded the employer and the Union arrived at a settlement under which the employer-company agreed to pay Rs. 4,000 to the workman towards all his claim against the employer-company. The parties filed a pursis informing about this settlement and further stating that in view of this settlement the reference may be disposed of.

5. I, therefore, direct that the reference be disposed of as the parties have arrived at a settlement. The employer-company shall pay Rs. 4,000 to the workman, N. K. Ghule, in full satisfaction of his claim. The settlement annexure ‘A’ to form part of the award.

6. Award accordingly. No order as to costs.

Encl :—Annexure ‘A’.

M. D. KAMBLI, Presiding Officer
[No. L-31012/2/82-D.IV(A)]

ANNEXURE 'A'

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT BOMBAY

Ref. CGIT-2 of 1982

M/s. K. S. R. Clearing and Shipping Agents P. Ltd.
Employer.

AND

Their Workman.

Terms of Settlement

May it please your Honour

In the above reference the Employers and the Union have arrived at following settlement.

That the Employer Company M/s. K. S. R. Clearing and Shipping Agents (P) Ltd Bombay has agreed to pay Rs. 4,000 (Rupees four thousand only) to the workman Shri Narayan Kashiba Ghule towards all his claim in against the Employer Company.

That the Company also has no any claim of whatsoever nature against the workman.

In the light of the above settlement the reference may please be disposed off accordingly.

Bombay,

Dated : 15th March, 1983

Sd./-

For Employer

Sd/-

For Union Workman

New Delhi, the 12th April, 1983

S.O. 2022.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 1, Bombay in the industrial dispute between the employers in relation to Messrs K. S. R. Clearing and Shipping Agents Private Limited, and their workmen, which was received by the Central Government on the 6th April, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

PRESENT :

Justice M. D. Kambli Esqr., Presiding Officer.

Ref. CGIT-2 of 1982

PARTIES :

Employers in relation to Messrs K. S. R. Clearing & Shipping Agents Private Limited,

AND

Their Workman

APPEARANCES :

For the employer—Mr. H. C. Dadheech, Advocate.

For Transport & Dock Workers' Union, Bombay—Mr. S. R. Wagh, Advocate.

INDUSTRY : Ports & Docks STATE : Maharashtra.

Bombay, the 28th day of March, 1983

AWARD

The Government of India, Ministry of Labour, by order No. 1-31012(2)/82-D. IV(A) dated 2nd June, 1982 in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of

1947), have referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of Messrs K. S. R. Clearing & Shipping Agents Private Limited, and their workman in respect of the matters specified in the schedule mentioned below :—

SCHEDULE

"Whether the action of the management of Messrs K. S. R. Clearing & Shipping Agents Private Limited, Rex Chambers, Dalchand Hirachand Marg, Bombay, in terminating the services of Shri Narayan Kashiba Ghule, Dock Clerk, with effect from the 14th November, 1981, is justified? If not, to what relief is the concerned workman entitled?"

2. The workman, Narayan Kashiba Ghule, was working in the employer-company as a Dock Clerk. His services were terminated by the company from 14th November, 1981 by their letter dated 13th November, 1981. It appears that the Transport & Dock Workers' Union (hereinafter referred to as the "Union") wrote a letter to the company on 21st November, 1981 in which the Union informed the company that its action in terminating the services of the workman was illegal and unjustified and also contrary to the principles of natural justice. The Union, therefore, requested the company to withdraw the said illegal letter of termination issued to the workman. The company replied by their letter dated 1st December, 1981. The company stated in its letter—

"Immediate reasons for Mr. Narayan Ghule's termination of services were for violating the Dock Labour Board Scheme by engaging more unlisted Labour than for which N.O.C. was obtained."

The Union in its statement of claim submitted that the action of the company in terminating the services of the workman is against the principles of natural justice and fair play. The workman was not afforded any opportunity to defend himself if there were any allegations against him. It was alleged that the company was guilty of mala fide and unfair labour practices in terminating the services of the workman. The Union, therefore, prayed that the workman be reinstated in service with full back wages, and consequential benefits.

3. The company filed its written statement on 6th January, 1983 and pleaded as follows. The termination of the services of the workman was justified and not illegal. The company has lost their faith in the workman. The company has terminated the services of the workman for violating the Dock Labour Board Scheme by engaging more unlisted labour than for which N.O.C. was obtained. It was further pleaded that the company had terminated the services of the workman after giving full opportunity and time to explain the same. The workman had confirmed that he had engaged extra two unlisted labour without any authority. The company denied that no proper opportunity was given to the workman to defend himself. The company stated that it was not ready to reinstate the workman as the company lost the confidence in the workman. The company, therefore, prayed that the reference be dismissed.

4. Both the parties filed certain documents in support of their cases. On behalf of the Union the workman, Ghule, was examined as UW-1. No oral evidence was led on behalf of the employer. After the oral evidence was recorded the employer and the Union arrived at a settlement under which the employer-company agreed to pay Rs. 4,000 to the workman towards all his claim against the employer-company. The parties filed a pursis informing about this settlement and further stating that in view of this settlement the reference may be disposed of.

5. I, therefore, direct that the reference be disposed of as the parties have arrived at a settlement. The employer-company shall pay Rs. 4,000 to the workman N. K. Ghule, in full satisfaction of his claim. The settlement annexure 'A' to form part of the award.

6. Award accordingly. No order as to costs.

M. D. KAMBLI, Presiding Officer

[No 1-31012/2/82/D. IV(A)]

A. K. SAHA MANDAL, Desk Officer

ANNEXURE 'A'

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Reference CGIT-2 of 1982

M/s. K. S. R. Clearing & Shipping Agents P. Ltd.
Employer,

AND

Their Workman

Terms of Settlement

May it Please Your Honour

In the above reference the Employers and the Union have arrived at following settlement.

That the Employer Company M/s. K. S. R. Clearing & Shipping Agents (P) Ltd., Bombay has agreed to pay Rs. 4,000 (Rupees four thousand only) to the workman Shri Narayan Kashiba Ghule towards all his claim in against the Employer Company.

That Company also has no any claim of whatsoever nature against the workman.

In the light of the above settlement the reference may please be disposed off accordingly.

Bombay,

Dated 15th March, 1983.

Sd./-
for Union.
(Workman)

Sd/-
for Employer

S.O.2023.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum Labour Court, Jabalpur (M.P.), in the industrial dispute between the employers in relation to the management of Post Master General, P&T, M.P. Circle Bhopal, and their workmen, which was received by the Central Government on the 6th April, 1983.

BEFORE JUSTICE SHRI K. K. DUBE, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (69)/1982

PARTIES:

Employers in relation to the management of Post Master General P&T, M.P. Circle, Bhopal and their workman, T. R. Verma (Tulsiram Verma) represented through the Bharatiya Postal Employees Union Class III, Bhopal Divisional, Bhopal (M.P.).

APPEARANCES :

For Workman.—Shri H. K. Nagaria.

For Management.—Shri G. R. Prashar, Asstt. Superintendent of Post Offices.

INDUSTRY : P&T. DISTRICT : Bhopal (M.P.).

AWARD

Dated the 26th March, 1983

The Central Government vide their Notification No. L-40012(10)/81-D. II (B) dated 30th October, 1982, referred for adjudication a dispute between the employer of the Post Master General, Bhopal Circle and their workmen. The dispute is in the following terms :—

"Whether the action of the Senior Superintendent Post Offices, Bhopal in not treating the workman Shri T. R. Verma, Sub-Post Master as on duty and withholding full payment of salary and allowances for the period from 13-8-1971 to 12-9-1975 is justified? If not, to what relief the workman is entitled?"

2 Brief facts leading to the communication of the dispute are as under :—

1. R. Verma, Clerk Head Office, Bhopal, now officiating as Sub-Post Master, Green Park, Bhopal, was suspended with effect from 30-8-1971. He along with one Narayan Das was tried of an offence punishable under Sec. 420 of the Indian Penal Code. According to the prosecution allegations, Tulsiram (T. R. Verma) workman had taken Narayan Das a co-accuse to the house of one Amar Chand recommending him as one knowing the Art of duplicating currency notes. If he were given a currency note he could make two currency notes with the help of the note given. It is the prosecution case that Amar Chand was eventually duped and cheated and relieved of Rs. 1500. The Trial Court found that the complicity of Tulsiram applicant workman could not be proved by the prosecution in as much as Tulsiram's version that he was working in his office at the relevant time when the duplicating of the notes was going on by the co-accuse, had to be believed. The Court was of the view that Tulsiram could not be present at the time of cheating and he was accordingly acquitted. After the acquittal the suspension order against the applicant was revoked vide order dated 17-9-75. The department, however, now charged T. R. Verma for misconducting himself. The Senior Superintendent of Post Offices who passed the punishment order was of the opinion that the applicant had deliberately concealed full facts about his prosecution. He also came to the conclusion that he had unauthorisedly remained absent from duty. The punishing authority imposed a punishment withholding one increment without affecting the future increments adversely. Against this order, T. R. Verma filed an appeal before the Director, Postal Services, who altered the punishment of withholding of increment to one of "Censure". T. R. Verma was then given a notice to show cause why the period of suspension should be treated as not on duty for all purposes including pension and gratuity and why his pay and allowances for the period of suspension should not be limited to that which has already been paid to him in the shape of subsistence allowance from time to time. He was also given an option to have the period of suspension converted into leave of any kind due and admissible to him in accordance with the proviso to F. R. 54(B)(7).

3. In his representation T. R. Verma stated that this deserves to be decided under F. R. 54(2) as he was placed under suspension on account of a criminal case for which he had tried which resulted in his acquittal. His contention had been rejected by the Senior Superintendent of Post Offices, Bhopal who passed this order that T. R. Verma was not fully exonerated and his case was covered by F. R. 54(B)(5) & (7). Taking a lenient view in the case Sr. Superintendent was of the view that the period of suspension of T. R. Verma shall be treated as duty for all purposes including pension but his pay and allowances for the period shall be limited to that which has already been paid to him in the shape of subsistence allowance from time to time. T. R. Verma appealed against this order restricting his pay and allowances of the suspension period from 30-8-71 to 18-9-75 to subsistence allowance already drawn by him. Smt. S. Chaurasia, Director, Postal Services (West) M. P. Circle, Bhopal was also of the view that the appellant has not been fully exonerated and suspension could not be said to be totally unjustified. Hence there was no reason to modify the orders issued by the Sr. Superintendent of Post Offices, Bhopal on 23-6-1977. Thereafter an appeal was filed before the Member Post and Telegraphs Board who by an order dated 14-1-1980 rejected the applicant's petition.

3. In a considered order the Asstt. Director General pointed out the infirmities in the case which resulted in the acquittal of two persons under Sec. 420 I.P.C. The main accuse was given the benefit of doubt. According to the Asstt. Director General the applicant accuse got acquittal in the criminal case not because the charges were disproved but because there was a lack of efforts on the part of prosecution to collect all evidence and produce them in the Court. The suspension of the applicant cannot be said to be wholly unjustified and he did not merit full pay and allowances during the suspension period as provided under F. R. 54(B). Appreciating the fact that the applicant was under a long suspension the Board felt that he ends of justice would be met if the pay and allowances are restricted to 80 percent pay and allowances which could have been admissible to him had he been on duty and that this period should be treated as a period spent on duty for all other purposes.

4. It would be seen from the above narration of facts that the applicant employee had been suspended because

he was facing a criminal trial. On his acquittal the order of suspension was dissolved. The questions that fall for consideration are as to how the period of suspension should be treated and whether he should be given full pay and allowances of the suspension period.

5. The applicant workman had not been dismissed or removed from services. Therefore F. R. 54(A) did not apply. His case would be governed by F. R. 54(B). Under Sub-rule (1) of F. R. 54(B) on reinstatement from suspension a specific order had to be passed for (a) regarding the pay and allowances to be paid to the government servant for the period of suspension ending with the reinstatement and (b) whether or not the said period shall be treated as period spent on duty. Under Sub-rule (3) of F. R. 54(B) whether the authority competent to order reinstatement is of the opinion that the suspension was wholly unjustified the government servant shall, subject to the provisions of Sub-rule (8), be paid full pay and allowances to which he would have been entitled had he not been suspended. The authorities were, therefore, required to objectively determine whether or not the suspension of the applicant was wholly unjustified. The suspension as already stated was a direct result of the criminal prosecution started against the applicant. His reinstatement was because he had been acquitted of all the criminal charges. The criminal Court was bound to acquit the accused if the case against him is not proved beyond a reasonable doubt. He could not be convicted on suspicion or surmise. From the facts of the criminal prosecution it would appear that Tulsiram had introduced Narain Das into the confidence of Amar Chand. It is only this conduct of Tulsiram which had to be examined as his complicity in any further act had not been established. The two authorities viz. R. K. Ratnavat, Senior Superintendent of Post Offices and Smt. S. Chaurasia, Director, Postal Services (West) M. P. Circle found that the applicant had been guilty of not disclosing the circumstances connected with the arrest and that he remained unauthorisedly absent from duty. These charges are wholly unconnected with the criminal prosecution which had led to his suspension and even if it is held by these two officers that the applicant committed a fresh misconduct, this would not be germane in passing orders under F. R. 54(B). However, Asstt. Director General (Disc) approached the question differently and that is the order which is final. This order is an appropriate order under F. R. 54(B) taking into consideration the merits of the criminal prosecution and justification of the suspension order. This seems to be the right approach under F. R. 54(B). The Asstt. Director General after full appraisal of fact came to the conclusion that it could not be said that neither the prosecution against the applicant was wholly unjustified nor it could be said that the suspension of the applicant was unjustified. The criminal case failed because of certain infirmities in the prosecution. As regards suspension and the prosecution there was a reasonable justification for it and therefore his case would fall under F. R. 54(B) (5). The benefit under Sub-rule (3) could be available to the applicant only when the authority came to the conclusion that the suspension was not wholly unjustified.

6. From the recital of the facts given by the Criminal Court it seems clear that the applicant Tulsiram has taken Narain Das with him and introduced him to Amar Chand who was eventually duped by Narain Das. Amar Chand would not have believed Narain Das if Tulsiram did not introduce him. Amar Chand was a Postman employed under T. R. Verma (Tulsiram) in the same office. Tulsiram Verma thus raised a confidence in the mind of the complainant by assuring him of the abilities of Narain Das to bring into existence currency notes by doubling process. The complainant was thus tricked and duped by the help of the applicant. The disciplinary authority was entitled to consider this fact while passing an order under of F. R. 54(B). I am inclined to agree with the Asstt. Director General that the suspension was not wholly unjustified. Therefore the period of suspension from 30-8-1971 to 18-9-1975 though treated to be as one on duty, for the purposes of pay and allowances, has rightly been restricted to 80 percent of that which

would have been admissible to the applicant had he really been on duty. In my opinion, no claim subsisted. In the circumstances of the case there shall be no order as to costs.

Dated : 26-3-1983

[No. L-40012(10)/81-D. II B]

K. K. DUBE, Presiding Officer

S.O. 2024.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal-cum-Labour Court No. II, Bombay in the Industrial dispute between the employers in relation to the management of Food Corporation of India, Bombay, and their workmen, which was received by the Central Government on the 31st March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, BOMBAY.

Reference No. CGIT-2/33 of 1982

PARTIES

Employers in relation to the Management of Food Corporation of India, Bombay.

AND

Their Workmen.

APPEARANCES :

For the Employers.—Shri B. M. Masurkar, Advocate.

For the Workmen.—Shri S. R. Wagh, Advocate.

INDUSTRY : Food Corporation STATE : Maharashtra

Bombay, the 17th March, 1983

AWARD

By their order No. L-42011(27)/79-D, II(B) dated 23-8-1982 the following dispute has been referred to for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Is the action of the Food Corporation of India management in not regularising 1) Shri A. K. K. Shaikh, Wireman-II, (2) Shri K. D. Podnekar, Khalasi, 3) Shri A. K. Patil, Khalasi 4) Shri K. R. Jaidevan, Khalasi 5) Shri G. G. Bamdivdekar, Khalasi 6) Shri P. M. Naik, Khalasi, 7) Shri D. G. Halavade, Khalasi, 8) Shri L. M. Naik, Khalasi, 9) Shri S. D. Poojari, Wireman-II, 10) Shri V. D. Vartak, Wireman-II 11) Shri P. Angamuttu Plumber 12) Shri S. G. Pawar, Khalasi, 13) Shri Sayana Mallappa Khalasi 14) Shri G. G. Ingade Khalasi, 15) Shri Sitarum, Carpenter, 16) Shri Sudhir R. Rasne Gasual Labourer, 17) Shri V. D. Vartak, Wireman, 18) Shri Ram Singh, Khalasi is justified? If not, what relief they are entitled to?"

2. The matter is being agitated on behalf of the workmen concerned by the Union known as the Food Corporation of India Employees' Association, Borivili Unit, Bombay who have filed their statement of claim Ex. 2/W where it is contended that all the 18 workmen whose names appear in the schedule annexed to the statement of claim are working with the Food Corporation as casual labourers on daily rated basis. It is alleged that they are in the service of the Food Corporation since last several years ranging from 6 to 11 years and even then their services are not regularised but are being treated as casual labourers and are paid on daily rate thus denying all other benefits enjoyed by the regular workmen like leave facilities etc. It is alleged that when in the past an attempt was made to raise a dispute it did not materialise in reference as the Food Corporation had intimated the Ministry of Labour that they were taking steps to create some regular post for absorption of the old casual labourers. However only two were absorbed and as such the cause still remained and therefore the reference on behalf of 18 workmen. It may be mentioned here that out of 18 workmen whose names are appearing in

Ex. 3/W the name of Shri V. D. Vartak is repeated at Serial No. 10 and 17 that is he is one and the same individual thus reducing the number by one. It is then further represented that the workmen at S. No. 1, Shri A. K. K. Shaikh, S. No. 4 Shri K. R. Jaydevan and S. No. 7 Shri D. J. Nalawde are no longer in the service of the Corporation and are not interested and therefore their claim need not be considered. I was further told that Shri G. G. Bandivdekar S. No. 5 has already expired and therefore his name also be deleted

3. The Food Corporation of India by their written statement Ex. 4/M have resisted the claim. They deny that these workmen are in the service continuously for several years and it is alleged that they were casual labourers who intermittently work from time to time. It is alleged that after taking into consideration the various factors when the question of absorption of casual labourers was considered their demand for absorption could be conceded. It is further alleged that at present the employers that is the Corporation are faced with the problem of surplus labour personnel in Western Zone and that no additional posts can be created or more workmen can be absorbed. Lastly it is urged that similar demand by the employees serving in Nagpur Depot has been rejected by the Central Government Industrial Tribunal, Jabalpur by award dated 18-10-1978 and as such the demand of the Union or the workmen involved in the present reference also should end in the same manner.

4. On the above pleading the following issues arise for determination and my finding thereon are—

Issues	Findings
(1) Does the Union prove that the concerned workmen were continuously working for period ranging from 4 years to 11 years as stated in the chart along with the statement of claim ?	Yes
(2) If yes, does it not create a right of service their favour ?	Yes
(3) Does the Corporation prove that these workers worked intermittently and therefore all along remained casual workers ?	No
(4) What is the effect of the commitment or representation made by the Food Corporation to the Govt. of India in the year 1981 making certain promises ?	The Corporation must stand by the commitment.
(5) Are the workmen entitled to the relief as prayed for ?	Yes
(6) If not, are they entitled to any other relief?	Does not arise
(7) What Award ?	As per order.

5. Even though the contention of the workmen to be continuously in the service of the Corporation ranging from 6 to 11 years as advanced in the statement of claim has been confuted by the Corporation who have alleged that they worked intermittently, by the evidence of Shri P. K. Raut who is serving as a Khalasi it is proved that the workmen at S. No. 2, 3, 8 to 16 and 18 and also Shri P. K. Raut, whose name is at S. No. 6 are continuously in the service of the Corporation, for which purpose attendance cards are being maintained by the Corporation and pay bills are required to be signed before accepting the wages. All these averments by the witness are not being challenged and therefore there is no reason why the oral evidence of this witness should not be believed. Further more had the contention of the Corporation that these workmen served intermittently been true, some documentary evidence like the attendance cards, pay bill etc. would have been forthcoming to prove the period of service rendered by these workmen during the last 6 to 11 years. The fact that no such record is forthcoming and that the fact the oral sworn word of the

witness Ex. 11/W is not being challenged lead to one irrefutable conclusion that these workmen must be in continuous service as claimed by them and there must not be any break as tried to be pleaded.

6. Once we arrive at this conclusion the question that poses for determination is whether these workmen have a right to claim absorption. No doubt there is plea that at present the Corporation is faced with surplus labourer, but there may be some surplus labourer at some depot or places, the very fact that these workmen who are concerned with the storage of food grains were allowed to work till this date, shows that the problem of surplusage must not have affected the nature of the work undertaken by these workmen otherwise the Corporation would have taken steps to send them home at the earliest opportunity. The problem therefore faced by the Corporation does not have any bearing on the issue involved. There is also another indication namely that when in the year 1979 attempt was made to raise similar type of dispute, as seen from Ex. 8/W dated 20-4-1981 the Government of India in the Ministry of Labour declined to make any reference because of assurance given by the Corporation to the Government that they were taking all the steps to create some regular posts for absorption of old casual workers against them. It was further told that two out of 18 casual labourers would be absorbed against regular posts shortly. When in the year 1981 the surplus labour did not come in the way of the Corporation to give such an assurance I do not think in the year 1983 there would be any problem from this quarter.

7. The question however still remains whether the workmen because of their long service with the Corporation as casual workmen can insist on their absorption. In this regard my attention has been drawn to award in case No. CGIT/LC(R)(15) of 1977 dated 18-4-1978 where a similar request for absorption by the workmen at Nagpur Depot of the Corporation stood rejected. I have gone through the award and I find that the demand was turned down because it was found that there were no posts for absorption. In the instant case no such case has been made out and therefore the rule enunciated in the earlier award cannot be made applicable to the facts here.

8. Turning to the Model Standing Orders under the Industrial Employment (Standing Orders) Act, 1946, we find that the workmen are classified in six different categories namely (i) permanent, (ii) probationers, (iii) badlis or substitutes, (iv) temporary, (v) apprentices and (vi) casual. The casual workman is defined as a workman who has been engaged for work which is of an essentially casual nature, while temporary workman is defined as a workman who has been engaged for work which is of an essentially temporary nature likely to be finished within a limited period, against which there is the definition of permanent workman who is appointed for an unlimited period or who has satisfactorily put in three months' continuous service in a permanent post as a probationer. I am borrowing these definitions from the Model Standing Orders because those are the standard definitions and various terminologies used can be explained or better understood by these definitions. Now we have seen that casual workman means a workman who has been engaged for work which is of an essential casual nature. Can it be said that the employee whether he is serving as Wireman/ or Khalasi who puts in service for years together can still be said to be a casual workman. The difference in casual workmen and the regular workmen is not only in pay packet which the workman concerned might carry home at the end of the month but also the regular workmen whether temporary or permanent absorbed in the regular service is entitled to various benefits to which benefits the casual workmen or daily rated workmen is deprived. In my view therefore when the record speaks that these workmen who are still interested in the service with the Corporation, excluding those who have left and no longer interested and who have expired, have put in long years of service and that too continuously and not intermittently it can never be said that they should still remain as casual workmen and should not be allowed to be absorbed in regular service particularly when the attempt to get a reference on the part of the workmen in the past was tried to be stalled on the ground that the Corporation was thinking of absorbing them in the regular service. The Food Corporation should always act like model employer

and when they want these workmen to work whole-heartedly, it is incumbent on them to extend the benefit which in the normal course are available to them. In my view therefore the attempt to treat these workmen as casual workmen must fail and they having put in several years of service, these workmen deserve to be absorbed in regular service of the Corporation.

ORDER

It is therefore held that the demand of these workmen seeking regularisation in the service of the Corporation is fully justified and the Food Corporation is directed to regularise their service within one month from the date of publication of this award so that these workmen namely S. No. 2, 3, 6, 8 to 16 and 18 shall start to get the benefits available to regular workmen.

Award accordingly. No order as to costs.

M. A. DESHPANDE, Presiding Officer
[No. I-42011(27)/79-D. II(B)]

New Delhi, the 15th April, 1983

S.O. 2025.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum Labour Court, New Delhi in the industrial dispute between the employers in relation to the management of Bhakra Beas Management Board and their workmen, which was received by the Central Government on the 6th April, 1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVT., INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT NEW DELHI

I.D. No. 76 of 1983

S/Shri Om Parkash & Ors.,
C/o The General Secretary,
Nangal Bhakra Mazdoor Sangh,
Nangal Township.

Versus

The Chairman,
Bhakra Beas Management Board,
Sector 35, Chandigarh.

PRESENT :

Sh. Chhotu Ram and Om Parkash workman in person
Sh. R. L. Kalth—for the Management.

AWARD

The Central Government by order dated 18th January, 1983 vide order No. L-42012(4)/82-D.II(B), referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of Bhakra Beas Management Board in terminating the services of S/Shri Om Parkash (Un-skilled Mazdoor) and Chhotu Ram (Carpenter) with effect from January, 1980 is justified ? If not to what relief are the concerned workman entitled ?

The parties settled the dispute by a settlement dated 16-2-83, which was reached between Om Parkash Un-skilled Mazdoor and Chhotu Ram Carpenter represented by Sh. Jagat Singh General Secretary, Nangal Bhakra Mazdoor Sangh and Chief Engineer B.B.M.B. Nangal represented by Sh. R. L. Kalth under the settlement Chhotu Ram, accepted appointment as Carpenter Grade-I, WC. at Rs. 450 in pay scale of Rs. 450-800 and Om Parkash accepted appointed as helper on work-

charged basis at Rs. 325 in scale of Rs. 300-430, and both were posted in Township Division immediately. The settlement has already been effective between the parties and has been implemented and, at the workers' request, a 'no dispute' award is made.

Further Ordered

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

Chandigarh.

Dated the 26th March, 1983.

O. P. SINGLA, Presiding Officer.

[No. 42012(4)/82-DII(B)]

S.O. 2026.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the management of South Eastern Railway, Nagpur, and their workmen, which was received by the Central Government on the 13th April, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/34 of 1982

PARTIES :

Employers in relation to the management of South
Eastern Railway, Nagpur

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri V. A. Joshi, Asstt. Personnel
Officer, Shri W. H. Dhamgaya, Asstt. Engineer.

For the Workmen—Shri B. D. Dhoke, Orga Secretary
Dakshin Poorva Rly. Mazdoor Sangh, Nagpur.

INDUSTRY : Railways

STATE : Maharashtra

Bombay, the 23rd March, 1983

AWARD

By their order No. L-41012(3)/82-D.II(B) dated 25-8-1982 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

“Whether the action of the Divisional Railway Manager, South Eastern Railway, Nagpur in not regularising Shri Digambar Maniram, ex-casual labour who had been empanelled for appointment as a regular employee against future vacancies is justified ? If not, to what relief is he entitled and from what date ?”

2. The contention of the Union namely Dakshina Purva Railway Mazdoor Sangh who are espousing the case of the workman in question as seen from the statement of claim Ex. 2/W is that the workman in question namely Shri Digambar Maniram, initially was appointed as a casual labour on 26-10-1970 under Inspector of Works, B/shop, South Eastern Railway Motibagh, Nagpur. It is alleged that in order to deprive him of the advantages of continuous service artificial breaks were given. It is further alleged

that in spite of these breaks when on 10-2-1972 a panel was formed for regular absorption by the Divisional Personnel Officer, Digambar Maniram was placed at Serial No. 84. Accordingly the incumbents upto S. No. 53 were absorbed in regular vacancies by the Railways but thereafter no other incumbents from the panel was considered, for absorption in future vacancies. The Union complains that although Shri Digambar Maniram had a right to be absorbed, on the ground that his juniors had put in more number of days of service, were absorbed thus ignoring the claim of the workman although the juniors were never empanelled. It is further contended that when in the year 1971 the services of Shri Digambar Maniram were retrenched but since the procedure under Section 25F was not followed the retrenchment was bad and illegal and he is therefore entitled to the reliefs as prayed for.

3. The management has filed written statement at Ex. 3/M where they have given the details of the service of Shri Digambar Maniram from 26-10-1970 to 23-5-1977 during which period he was screened and empanelled on 10-2-1972. It is alleged that this panel was operated upto S. No. 54 but no candidate from S. No. 55 onwards could be offered regular appointment. It is further alleged that after the discontinuation of the Panel Shri Digambar Maniram was offered casual employment along with others who were present, some of them seniors and others juniors but Shri Digambar Maniram declined to accept the casual employment on the ground that he was already empanelled insisting upon regular appointment as a result of which and because others put in more number of days of service as casual labourers, they became senior and thus became eligible to be absorbed even before Shri Digambar Maniram. It is further contended that after the issue of circular Estt. Srl. No. 4/79 a fresh waiting list was prepared for each unit on the basis of which regular appointment were made and that Shri Digambar Maniram cannot claim any relief.

4. Both sides have filed re-joinders in reply to the statement of claim and written statement respectively. According to the Union the contention that during the period from 1972 to 1975 Shri Digambar Maniram never attended the office of the Inspector of Works is incorrect and they contended that he did attend the office but was not given employment. The Union further says that Establishment serial number 4/79 never authorised the department to scrap the panel initially formed and therefore the plea that the incumbents from S. No. 55 onwards have no right to seek absorption, it is alleged, is not valid or legal.

5. Similarly the management by their rejoinder have reiterated the contentions raised in the written statement. They admit that the period of service to confer temporary status was reduced from 180 days to 120 days with effect from 12-7-1973. It is further contended that Shri Hira Singh Hua and D. Ramchandra Rao whose names were mentioned as juniors who got regular appointment for the reasons stated in the rejoinder had a better right for absorption and therefore they are employed. It is further pleaded that Shri Digambar Maniram no longer can be absorbed unless he completes a period of service as casual labourer.

6. On the strength of these pleadings the following issues arise for determination and my findings thereon are—

ISSUES	FINDINGS
1	2
1. Whether the question of wrongful retrenchment of the workman concerned dated 23-4-1971 can be gone into, in view of the specific reference?	No
2. If yes whether Shri Digambar was wrongfully retrenched on 23-4-1971 without following the procedure laid down under Section 25F of the Industrial Disputes Act ?	Does not arise.
3. Whether the said retrenchment was illegal ? If yes is the workman entitled to any relief?	Does not arise

1	2
4. Whether the workman is entitled to any relief when the panel no longer exists ?	Yes
5. Whether the workman is entitled to any relief because his name stood empanelled at S.No. 84 once ?	Yes
6. Whether the Railways prove that when offered casual employment the workman declined to accept the same ?	No
7. If yes what is its effect on the rights of the Workman ?	Does not arise
8. Whether the Railways erred in not regularising the services of Shri Digambar as a regular employee against future vacancies ?	Yes
9. If yes to what relief the Workman entitled ?	As per award
10. If the action of the railways is not justified is the workman entitled to any other relief ?	As per award
11. What award ?	As per award.

REASONS

7. The fact that Shri Digambar Maniram had put in service as stated stands admitted in paragraph 1 of Ex. 3/M. It seems that from 24-8-1972 to 5-6-1975 there is no service to his credit and when on the other hand it is alleged that he never turned up for reporting, the plea of the Union is that though he attended the office he was not offered service. Since there is no evidence oral or documentary in this regard we shall therefore assume that during the period there was a gap still the fact remains that even under the letter dated 10-2-1972 as seen from annexure 'B' to the Statement of claim that the Panel was prepared after due screening of the candidates who were found suitable for appointment in Class IV posts in the scale of Rs. 70-85 (AS) in Engineering Department under IOW(B/S) Moulbagh and they were placed according to their length of service. We find Shri Digambar Maniram's name at S. No. 84 and the list was exhausted upto S. No. 54 and thereafter for one reason or other no absorption took place. It is alleged by the management that this panel was scrapped and that the circular Establishment serial No. 4 of 1979 laid down fresh procedure for engaging casual labourers and absorbing them ultimately. This however does not show nowhere that the management was directed to scrap the earlier panel and even if new panels were to be prepared unitwise the same should have been done by splitting up the earlier panel and then adding the names of newly screened candidates. When a particular workman had put in service for several periods and when on the strength thereof his name was once empanelled, the management was really liable to make the appointment from the existing panel till the same was exhausted. Otherwise to frame a panel and then to ignore the same will have no meaning. It may be that subsequently new panel unit-wise was required to be formed, but this would not absolve the management from ignoring the claims of empanelled workmen, by pleading that they would get the service when the turn comes, and should go on working as casual labour.

8. At one stage it was urged that whatever may be the earlier empanelment, because the workman concerned refused to act as casual labourer when such employment was offered, those who accepted the employment, by virtue of their having put in more number of days achieved seniority and therefore became eligible for appointment. The record shows that Digambar Maniram was not prepared to accept the offer of casual employment but insisted upon the absorption. When certain rights have been created in his favour, when under Railway Establishment Manual paragraph 2512 he was entitled to be absorbed in regular vacancy, the refusal cannot be treated as refusal to serve. Furthermore,

if such refusal must be used against the concerned workman, the Railway should have given him to understand that the number of days put in by him as casual labourer would be counted despite his earlier empanelment and that fresh list would be prepared as and when occasion would arise. There is nothing to show that the workman concerned was made aware and even then he turned down the offer. The records shows that two incumbents at least though not empanelment and therefore though junior, could secure absorption in the year 1977 and 1980.

9. Chapter XXV of the Indian Railway Establishment Manual deals with casual labour and note 4 below paragraph 2501 specifically inhibits the authorities from giving deliberate and artificial breaks with a view to prevent such casual labour attaining the temporary status. Paragraph 2511 discuss the rights and privileges of casual labour who had achieved the temporary status while paragraph 2512 discusses the rights of such casual labour for absorption. Sub-paragraph (i) says that casual labour who acquire temporary status as a result of having worked for more than six months would be considered for regular employment without having to go through Employment Exchange. It is further stated that such casual labour will have a prior claim over outsiders and enjoins upon the authorities to enlist such casual labour, wherever employed, in a registers maintained by Divisions or Districts strictly in order of their taking up casual appointment at the initial stage. It is further laid down that they should be as far as possible, selected in the order maintained in the aforesaid registers. Therefore the plea that the panel formed in the year 1972 was scrapped cannot be entertained and the rights conferred on the empanelled workmen under paragraph 2512 would be enforceable. Annexure 'B' to the Railway's rejoinder is a copy of circular dated 19-11-1966 where also the same position has been stated namely that such of the persons who have worked as substitutes atleast 30 days during the panel period should not be subjected to fresh selection and that the period between the selections for the recruitment of Class IV staff should be one year and arrangements should be made to exhaust the panel within that period. All along therefore the anxiety was to see that once a panel was formed the same was to be exhausted. However in the case of Digambar Maniram though he was insisting upon absorption in his own right, it was treated as denial to join the service as casual labour and his number was put last in the order as a result of which new entrants got earlier the benefits. When Shri Digambar Maniram from 26-10-1970 to 23-6-1977 had put in be not continuous service and when once his name was enlisted in the panel in my view it was incumbent upon the Railways to give him priority over outsiders who were never empanelled and that he should have been offered regular service at earliest opportunity which the Railways failed to do. It was tried to be urged that Shri Digambar Maniram wanted light work and was shirking heavy duties but there is no such record to hold so. If he worked during particular months it is just possible that he worked then because there was offer of service at that time. No other inference one way or other particularly against the workman that he was not interested in the work can be drawn.

10. The nature of reference shows that what the Tribunal is called upon to adjudicate is whether Shri Digambar Maniram has a right to seek regular employment against future vacancies. However relying on the fact that he had rendered continuous service from 26-10-1970 to 23-4-1971, an attempt was made to suggest that in the month of April, 1971 he was wrongly retrenched without following the procedure laid down under Section 25F of the Act. Really speaking the question of invalid retrenchment and the rights arising therefrom has not been referred at all and therefore need not be gone into. Moreover in the year 1982, when the reference came to be made the claim from the year 1971 would be stale and the claim cannot be entertained.

11. Even then the fact remains that Shri Digambar Maniram has got better right over rank outsiders for claiming absorption against the available vacancy. Therefore after medical examination if there be any, the Railway shall offer regular employment to Shri Digambar Maniram against the first immediate vacancy which may be available, in the relevant cadre.

The costs of the Union is quantified at Rs. 150 which the Railway shall pay.

M.A. DESHPANDE, Presiding Officer

[No. L-4012(3)/82-D.II(B)]

S.O. 2027.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Posts & Telegraphs Rourkela and their workmen, which was received by the Central Government on the 11th April, 1983.

[No. L-40011(1)/80-D.II(B)]

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 34 of 1981

PARTIES :

Employers in relation to the Management of Post and Telegraphs, Rourkela,

AND

Their Workmen.

APPEARANCES :

On behalf of Employers—Mr. A. Hussain, Advocate.

On behalf of Workmen—Mr. Bireswar Gauguly, Chairman, Co-ordination Committee.

STATE : Orissa

INDUSTRY : Post and Telegraph

AWARD

The Government of India, Ministry of Labour, by their Order No. L-40011(1)/80-D.II(B) dated 7th August 1981 referred following dispute to this Tribunal for adjudication :—

"Whether the demand of the Co-ordination Committee of P & T Employees' Union, Rourkela, for supply of cooking coal for domestic use is justified? If so, to what relief are the workers entitled?"

2. It appears that the Steel Authority of India have been supplying cooking coal at a subsidised rate of Rs. 10 per quintal, which in the market if available is not less than Rs. 60 per quintal and that the employees under the Government of India's different wings like (1) Central Industrial Security Force (2) Residential Audit and Accounts (3) Central Excise at Rourkela are supplied with cooking Coal (nuts) at the subsidised rate at par with the SAIL employees. It is said that the employees of the P & T department, Rourkela (Orissa) who have been posted in the Steel Township are facing great difficulty in procuring cooking coal as the markets dealing with coal are situated very far and the price of coal are exorbitant. So they have been demanding of their employer supply of such coal at a subsidised rate at par with the employees of SAIL and other three wings of the Central Government for long but to no effect. Hence they raised the present dispute. The prayer is for a direction on the management of P & T, Rourkela (Orissa) to supply to each employee 100 kilograms of cooking coal (nuts) per month at a subsidised rate at par with SAIL employees and their Central Government employees posted in Steel township with immediate effect and also to pay the difference of amount to purchasing cooking coal at higher rate than subsidised rate with effect from 20 December 1979 the date when the Co-ordination Committee of P & T employees Union, Rourkela Zone (Orissa) represented the matter of demand of cooking coal at subsidised rate before the R.L.O. Rourkela.

3. The management has contested the claim of the Union alleging inter alia that the supply of cooking coal (nuts) was not a term of condition of service under the P & T department and that in any event neither the HSL, Rourkela nor the Central Government in the Ministry of Communica-

tions being party to this case, no relief can be granted to the workmen concerned.

4. The simple issue to be answered in this case is whether the demand of the P & T employees, Rourkela for supply of cooking coal (nuts) for domestic use is justified? In my opinion not. The demand is from their local employer at Rourkela. Supply of coal is not a term or condition of service. The P & T management Rourkela has not done so in the past. There is no rule under which they can be compelled to supply. WW-1 P. K. Giri, the General Secretary of the Co-ordination Committee of P & T employees' Union has said in his evidence that he is governed and is bound by the service conditions of the Government of India, P & T department and that those service conditions with respect to P & T employees are the same in the whole of India. He is unable to say if the supply coal at concessional rate is available anywhere in India to the P & T employees. He no doubt says that some staff of Central Government such as Central Industrial Security force, Resident Audit and Accounts and Central Excise of Rourkela are supplied cooking coal at concessional rate of Rs. 10 per quintal but they get from the HSL Rourkela and not from their own employer. HSL is not a party here and no order can be passed against them when they are not before this Court. It will not be out of place to mention here that on receipt of representations from the employees, the P & T Authorities took up the matter with the Steel Authority of India to meet the demands of the P & T employees to supply cooking coal (nuts) at subsidised rates at par with the employees of the Rourkela Steel Plant. Even the matters was discussed at a high level meeting in New Delhi. The Steel Authority of India pleaded their inability to supply cooking coal (nuts) to the P & T employees at Rourkela at subsidised rates. They however, suggested that the SAIL was prepared to deliver the bulk quantity of such coal required by the P & T employees for their domestic consumption at a central point without the intervention of a middleman distribution of which among the employees could be arranged through their co-operative society so that the rates at which they would get by this arrangement would be much cheaper than those of the market rates. Their point of argument among other things was that the problem of P & T employees could not be considered in isolation as the problem was common to the entire civil population of the Steel Town whether they were in P & T or under other Central Government Departments or State Government Departments or otherwise. The above reply and suggestion of the Steel Authority of India were communicated to the P & T employees at Rourkela through their Union representatives. But they did not accept the suggestion. On the other hand they were firm on their demand for supply of cooking coal (nuts) only at subsidised rates at par with the employees of the Rourkela Steel Plant and nothing else. MW-1 S. K. Raul has also said that the demand of the P & T employees been taken up by the Government for consideration and the HSL was requested to see if they could provide, and that the HSL had suggested that cooking coal for the employees of the P & T department can be received through a co-operative society made by the employees. This will appear from Ext. W-6 dated 5 February 1980 which is a letter from Sri K. V. Srinivasan, Member (Adm) P & T Board to Sri P. L. Agarwal, Chairman, HSL and from Annexure 'A' to the written statement of the management. I think that the union should have accepted the suggestion of the HSL which was a reasonable one. It is quite clear that P & T employees are not governed by the service conditions of SAIL employees and therefore, they cannot insist that they must get cooking coal at subsidised rate from their own employer at par with SAIL employees, simply because they are posted within the boundary of Rourkela Steel Plant Township. It is a different matter if on realisation of their genuine difficulties the Central Government in the Ministry of Labour make some arrangement with the Steel Authority at Rourkela. It may be noted that there are many other departments of Central Government at Rourkela as admitted by WW-1. If local authority of P & T department at Rourkela is directed supply nut coal at concessional rate to their employees it would create unrest in other departmental and there may be further labour trouble, because all other employees of Central and even of State Government will have to be supplied at the same rate. There are about 15000 employees of various departments of State and Central Government at Rourkela. The problem of nut coal is a problem not only for the P & T employees

but for the entire population of Rourkela Steel Plant Township. The demand of the P & T employees could not be considered in isolation. Such problem can be solved at a higher level. Even the Central Government has not been made party. MW-1 S. K. Raul, the Divisional Engineer, Telegraphs, Rourkela has deposed that the stand of the HSL is that they cannot supply cooking coal to the P & T employees at subsidised rate: vide Ext. M-1 also. The witness has referred to the letter of the HSL and said that previously the HSL used to supply 100 kg. per month to their employees but that quantity has been reduced to only 50 kg. per employee. In other words, there was scarcity of nut coal for domestic affairs. Even then the P & T employees went on strike in about the middle of 1980.

5. It was argued on behalf of the Union that the local authorities of P & T department at Rourkela could be directed to supply coal at concessional rate. I have already dealt with this aspect of the case. In my opinion, it will not be proper to give any direction to the local authority for the reasons already stated.

6. It was next contended that there has been discrimination between Central Government employees at Rourkela because some are getting coal at concessional rate whereas others are not getting the same. In my opinion this point has no force. It is the HSL which is supplying coal at concessional rate to its own employees and to some of the Central Government employees of other departments. The local authorities of P&T department had not been supplying coal to any of its employees. No other department of the Central Government is supplying coal to any of its employees. There is, therefore, no question of discrimination between the employees under the same employer.

7. It was next contended on behalf of the union that there was no general market within the boundary of the Steel Township and hence there was great inconvenience to the P & T employees. There is no doubt that the employees of P & T department and other employees of the Central Government and State Government as well which are about 15000 in number are facing inconvenience but it is not possible for this Tribunal to give relief only to the employees of the P & T department who are about 500 in number. I have also given reasons as to why the grant of relief to the employees of P & T department at Rourkela is not possible.

8. It was contended on behalf of the Union through Ext. W-3 dated 27 February 1980 a communication was made to the Secretary of AIPPU Class IV, Rourkela by the Sr. Superintendent, Sundargarh that the HSL was willing to allot one truck load of 9 tones cooking coal to the P & T staff Class IV. In my opinion, this document is absolutely of no assistance to the union in question HSL is not a party before this Court as already stated. No direction of any kind, therefore, can be made against HSL without hearing them. The claim in the present case is against the local authority of P & T department. However, the claim of the concerned employees in the present case is for regularly supply of cooking coal to each of the employees per month at subsidised rate. On that issue this document has no relevance.

9. Before parting with this case I will like to mention that both parties have filed a number of documents. Almost all the documents of the union relate to the demands for nut coal at concessional rate. Various letters in connection with the demand have been filed and they have been marked as exhibits. It is no use to discuss each document separately as it will not at all be useful. Similarly, the documents filed by the managements, Exts. M-1 to M-4, need not be separately discussed. Some of them relate to the correspondence with HSL requesting the latter to supply coal. The HSL replied that they would not be in a position to supply cooking coal to the P & T employees. These facts have also been stated above.

10. On a consideration of the facts and circumstances of this case I am of the opinion that the demand of the Co-ordinating Committee of P & T Employees Union, Rourkela for supply of cooking coal for domestic use is not justified. It follows that the concerned employees are not entitled to any relief.

This is my Award.

Dated, Calcutta,
The 29th March, 1983.

M. P. SINGH, Presiding Officer
[No. L-40011/(1)/80-D.II(B)]
HARI SINGH, Desk Officer

(पुनर्वास विभाग)

नई दिल्ली, 5 अप्रैल, 1983

क्र० भा० 2028. विस्थापित व्यक्ति (प्रतिष्ठान तथा पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 34 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, इसके द्वारा यह निर्देश देती है कि उपर्युक्त अधिनियम की धारा 33 के अधीन प्रयोग की जाने वाली शक्तियों का पुनर्वास विभाग के उपसचिव श्री के० सी० गेहानी द्वारा भी प्रयोग किया जाएगा।

[स० 1/6/वि० स०/83-एस० एस० II]

महेन्द्र कुमार कंसल, अवसर सचिव

(Department of Rehabilitation)

New Delhi, the 5th April, 1983

S.O. 2028.—In exercise of the powers conferred by Sub-Section (1) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby directs that the powers exercisable by it under Section 33 of the said Act shall be exercisable also by Shri K. C. Gehani, Deputy Secretary in the Department of Rehabilitation.

[No. 1(6)/Spl. Cell/83/SS. II.]

M. K. KANSAL, Under Secy

New Delhi, the 12th April, 1983

S.O. 2029.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the State Bank of Saurashtra and their workman which was received by the Central Government on the 6-4-1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT NEW DELHI

Ref. No. L-12012(97)/80.D.II(A) dated the 18th Feb. 1982

I. D. No 94 of 1983

Anil Kumar,
General Secretary,
Saurashtra Bank Workers Org.
898, Nai Sarak,
Chandni Chowk, Delhi-6.

Versus

The Manager,
State Bank of Saurashtra,
Chandni Chowk,
Delhi.

PRESENT :

Sh. Ramesh Kadam—for Workman.

AWARD

The Central Govt., under section 10 of the I.D. Act of 1947, referred the dispute between the workman and the management of State Bank of Saurashtra, to this Tribunal for adjudication in the following terms :—

“Whether the action of the management of State Bank of Saurashtra in relation to their Chandni Chowk, Delhi-Br. terminating the services of Shri Anil Kumar Watch-cum-Peon w.e.f. 22-7-78 is justified? If not, to what relief is the workman concerned entitled?”

2. The workman has already been absorbed permanently in the service of the State Bank of Saurashtra, and the workman's representative is not inclined to proceed further and requests that a no dispute award may be made.

In view of the permanent absorption of Shri Anil Kumar in the service of State Bank of Saurashtra, the dispute does not survive for adjudication a 'no dispute' award is made.

Dated the 22nd March 1983.

Further Ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

O. P. SINGLA, Presiding Officer.

Dated the 22nd March, 1983.

[No. L-12012/97/80-D.II.A]

S.O. 2030.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the Punjab National Bank, Agra and their workman, which was received by the Central Government on the 6-4-1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT NEW DELHI

Ref. No. L-12012/186/79-D.II(A) dated the 20th Dec. 1980.

I. D. No. 141 of 1980

Shri Sultan Singh,

The Assistant General Secretary,
Punjab National Bank Employees Union,
8/367, Bheron Park,
Agra-282004.

Versus

The Regional Manager, Punjab National Bank, Agra.

PRESENT :

Shri O. P. Nigam—for workman.
Shri Ajai Kumar—for Management.

AWARD

The Central Government under section 10 of the I. D. Act of 1947, referred the dispute between the workman and the management of Punjab National Bank, to this Tribunal for adjudication in the following terms :—

“Whether the action of the management of Punjab National Bank, Agra Region, Agra in suspending Shri Sultan Singh, Clerk-cum-Godown Keeper at the Belanganj Branch of the Bank with effect from 12-9-1977 without issuing him any charge sheet and keeping him suspended for over three years by now is justified? If not, to what relief is the workman concerned entitled?”

2. Shri O. P. Nigam representative of the workman filed an application today that the workman was not interested in fighting the case any longer because the workman Shri Sultan Singh had already been reinstated after enquiry. He requested that the case may be closed and consigned to records.

In view of the fact that the workman Shri Sultan Singh has been reinstated in service of the Punjab National Bank and he is no longer under suspension, the dispute referred to this Tribunal need not be adjudicated upon and a 'No dispute' award is made.

Dated the 23rd March, 1983.

O. P. SINGLA, Presiding Officer

Further Ordered

That requisite number of copies of this award may be sent to the appropriate Government for necessary action at their end

Dated the 23rd March, 1983.

(O. P. SINGLA, Presiding Officer
[No. I-12012/186/79-D II(A)])

New Delhi, the 13th April, 1983

S.O. 2031.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the Allahabad Bank and their workman, which was received by the Central Government on the 6-4-1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER
CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM-
LABOUR COURT NEW DELHI

Ref. No. L-12012/155/81-D II(A) dated the 17th Dec. 1981

I.D. No. 200 of 1981

Sh. Kishore Kumar Singh,
Asstt Secretary,
U.P. Bank Employees Union,
36/1, Kailash Mandir,
Kanpur (UP).

Versus

The Regional Manager,
Allahabad Bank,
The Mall Road,
Kanpur (UP).

PRESENT :

Sh. R. K. Pandey—for workman

Sh. M. K. Verma—for Management.

AWARD

The Central Government under section 10 of the I.D. Act, of 1947, referred the dispute between the workman and the management of Allahabad Bank, to this Tribunal for adjudication in the following terms :—

“Whether the action of the management of Allahabad Bank in not making permanent Shri Kishore Kumar Singh against the post of sub-staff and keeping him as temporary in Bank's service is justified? If not to what relief is the workman concerned entitled?”

2. Today a settlement was filed under which the workman Kishore Kumar Singh was permanently absorbed in the bank w.e.f. 13-11-1982, and the workman felt satisfied and accepted permanent appointment w.e.f. 13-11-1982.

In view of the settlement above between the parties a 'no dispute' award is made

Further Ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

Dated the 16th March, 1983.

O. P. SINGLA, Presiding Officer.
[No. L-12012/155/81-D.II(A)]

S.O. 2032.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the New Bank of

India and their workman, which was received by the Central Government on the 6-4-1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT NEW DELHI

Ref. No. L-12012/110/81-D IIA. dated the 25th September, 1981.

I.D. No 140 of 1981

Sh. Bhagwan Dass,
C/o Sh. S. K. Palta,
President, New Bank of India,
Employees Union, Moga (PB).

Versus

The General Manager,
New Bank of India,
1, Tolstoy Marg,
New Delhi.

PRESENT :

Sh. N. C. Sikri Adv.—for Management.

AWARD

The Central Govt. under section 10 of the I.D. Act, of 1947, referred the dispute between the workman and the management of New Bank of India, to this Tribunal for adjudication in the following terms :—

“Whether the action of the management of New Bank of India in relation to its Abohar Branch in terminating the services of Sh. Bhagwan Dass sub-staff in 1976 is justified? If not, to what relief is the workman concerned entitled?”

2. The parties entered voluntary settlement under which Bhagwan Dass, has been appointed as peon and has already joined the service of the Bank and has agreed not to accept or claim anything for his past temporary service already rendered by him or that may be rendered by him till joining of regular basis.

Bhagwan Dass is absent for the reason that he has no longer interested in the dispute referred to this Tribunal.

Accordingly a 'No dispute' award is made in view of the voluntary settlement between the parties referred above.

Further ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

Dated the 11th day of March, 1983.

O. P. SINGLA, Presiding Officer.
[No. L-12012/110/81-D.II(A)]

S.O. 2033.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the Allahabad Bank and their workman, which was received by the Central Government on the 6-4-1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, NEW DELHI

Reference No. I.D. No. 145 of 1977

In the matter of disputes between :

Shri Gopi Nath Capoor, former Head Cashier, Allahabad Bank, Civil Lines, Muradabad.

AND

1 Allahabad Bank, Civil Lines, Muradabad.

2. General Manager, Allahabad Bank, Hazrat Ganj, Lucknow.

3. Chairman & Managing Director, Allahabad Bank Calcutta.

APPEARANCES :

For the Employer : Shri M. K. Verma.

For the Employee : Shri D. S. Sethi.

AWARD

The Under Secretary, Ministry of Labour and Rehabilitation by S.O. dated 16th October, 1978 referred the following industrial dispute for adjudication to the Industrial Tribunal :—

"Whether the action of the management of Allahabad Bank in terminating the services of Shri Gopi Nath Capoor, Head Cashier, Allahabad Bank, Civil Lines, Muradabad with effect from the 12th April, 1973 is justified? If not, to what relief is he entitled?"

2. This case was received in this Central Government Industrial Tribunal, Delhi vide Order No. L-12025(21)/76-D-II (A)/Div/B-7 dated 13-5-1977.

3. The claimant-workman, Gopi Nath Capoor, started services with the Allahabad Bank in June 1929 as an Assistant Cashier. He was promoted as Head Cashier in September, 1937 and was posted at Muradabad City Branch. He was transferred to Civil Lines Branch in May, 1956.

4. The claimant-workman asserts that the total strength of Cashiers in Civil Lines, Muradabad Branch had been three since 1940, despite many-fold increase of work of Cash Department due to increase in work of Savings, Recurring, Current and Fixed Deposits, and other miscellaneous items, i.e., sale of drafts, receipts of inland bills received for collection, clearing of local cheques etc. in the Branch. The Treasurer System in Allahabad Bank was abolished, thereby increasing the responsibility of Head Cashier. The strength of officers was increased substantially during the period 1940 onwards, but the strength of the Cashiers remained the same.

5. The claimant-workman, Gopi Nath Capoor, emphasized that he made repeated requests to the Bank, especially since 1971, for additional staff as well as relief-staff, but the Bank did not do so thereby increasing the burden on him. As Head Cashier, he could not leave the Bank unless the cash in hand on each day has been balanced and the vault and strong room locked. He mentioned specifically the work done by him in para 7 of the Claim-Statement.

6. The claimant-workman asserts that he did not avail of any sick leave during service period 1929—1972. He pleaded devotion and loyalty to his work. But, when he applied for one month's leave w.e.f. 2-3-1973 and extended it further by one month, the management retired him w.e.f. 12-4-1973, while he was still on medical leave, on certificate of the Bank's doctor. His charge is that the act of the Bank in retiring him from service is unfair and illegal, because in his representation dated 19-11-1971 he protested against excess work-load and double-duties. He did not admit the impairment of efficiency, and vouchsafed that his efficiency was not in fact impaired. He could not visit the Civil Surgeon, Muradabad on 12-2-1973 for medical examination, but, later, he went to the Civil Surgeon on 26-2-1973 and 6-4-1973, but the Civil Surgeon refused to examine him on the ground that he needed a letter from the Bank to do so. The Bank Manager was informed about that requirement on 26-2-1973 and 6-4-1973 by registered letters, but the Bank-Manager did not take any action.

7. Shri Gopi Nath Capoor referred to the Bi-partite agreement clause 18-1 whereunder he could be retired only if his efficiency was found by the employer to have been impaired. But that was not the case with him. The management purposely did not get him examined from the Civil Surgeon, and the default was theirs. In reality his efficiency was unimpaired and he had a certificate from All India Institute of Medical Science, New Delhi dated 16-4-1973, the Certificate from Dr. D. P. Aggarwal, and a certificate of Dr. Ram Singh, Medical College, Kanpur, as also a certificate from Dr. S. K. Dass about his sound health and efficiency.

8. The claimant-workman requested that he may be reinstated in service on his old post of Head Cashier with continuous service and full back-wages for the period of his unemployment along with such benefits, increments, bonus and other fringe benefits in full, till retirement at the age of 60 years on 15-9-1974, and retirement and gratuity benefits be calculated as if he remained in service till 15-9-1974 and was retired on that date. He also claimed costs and damages.

9. The management of Allahabad Bank contested the claim, and asserted that, in his letter to the Custodian of the Bank in 1971, the workman had himself admitted that he was then suffering from "Writers' Cramp" trouble, and that it was very difficult for him to make payments and sort notes; and, on receipt of that letter, the Bank required him to appear before Civil Surgeon, Muradabad for medical examination on 12-2-1973, but Gopi Nath Capoor did not comply with the instructions. He submitted a letter dated 7-2-1973 challenging the instructions given to him by the Manager in this connection. The Manager on 8-2-1973 again instructed him to appear for medical examination before Civil Surgeon on 12-2-1973. Mr. Capoor did not do so and wrote a letter dated 22-2-1973 to the Chairman of the Bank, in which he made wild allegations charging the Manager for using unfair means and influencing the Civil Surgeon, against him. On 1-3-1973, Mr. Capoor submitted a Certificate from his own Doctor, Dr. D. P. Aggarwal in which Dr. Aggarwal diagnosed that Shri Capoor was suffering from Tremours of right hand due to Parkinsonism and not from "Writers Cramp".

10. The management presumed that Gopi Nath Capoor avoided presenting himself before the Civil Surgeon, and decided to retire him from service in terms of paragraph 18.1 of the Bi-partite settlement dated 19-10-1966. The certificate from All India Institute of Medical Sciences in terms was as under :—

"Patient is a old case of Jamitial Tremor. The handwriting of this case is mild affected because of these tremor. However, according to patient's version his handwriting and working capacity has not deteriorated in the recent years and as such he may be allowed to continue to do the same work which he has been doing earlier. I found him mentally to be perfectly normal."

11. The Bank asserted that this certificate, instead of helping the claimant-workman, further confirmed that the decision taken by the Bank was correct and justified.

12. The Management emphasized that the workman was not entitled to any relief.

13. The matter referred to the Tribunal has been investigated and the arguments of the parties have been heard at length. Written arguments filed by the claimant have also been perused.

14. In fact, in this case the arguments had concluded on 22-10-1981 and the award was reserved, but the workman made an application to the Tribunal, of which notice was given to the Management, and the case was put for further arguments on 16-12-1981 for 27-1-1982.

15. My predecessor in office, Shri Mahesh Chandra, left charge on 4-1-1982, and there was no Presiding Officer of the Industrial Tribunal for one year, and that is how the award in this case has been delayed, and the arguments concluded only on 12-3-1983.

16. The only question to be decided is whether the action of the Management in prematurely retiring Shri Gopi Nath Capoor is correct, and the efficiency of Shri Gopi Nath Capoor was impaired, and he could be retired w.e.f. 12-4-1973.

17. The letter of Shri Gopi Nath Capoor to the Management dated 19-11-1971 is in the following terms :—

"The Custodian,
Allahabad Bank,
Calcutta.

Through : The Manager, Muradabad.

Sir,

With due respects, I beg to inform you that the work-load of this office in cash department has considerably increased due to opening of Savings and Recurring accounts in large numbers, so it has become very difficult for me to work double-duty and make entire

payments, in addition, to my own duties. At present I am suffering from writers' cramp trouble, as such it is very difficult for me to make payments and sort notices in absence of a cashier. Yesterday I worked with heavy strain from 10 AM till late in the evening due to heavy rush for payments, on account of Id-Festival and School Teachers salary. A cashier was sent to State Bank for remittance. I therefore request you to very kindly arrange for an additional cashier at this branch to avoid any loss.

Shri Prakash Chandra Mehrotra permanent cash clerk of this branch was transferred to Modi Nagar as clerk on December 15, last, since then number of temporary cash-clerks came here to work in his place. It is yet a mystery that no permanent arrangement has been made.

I am still in dark about Head Office policy regarding working of cash department after abolition of Treasurer-system. A comprehensive detailed instructions are urgently needed for the responsibilities of Head Cashier, Assistant Cashiers and cash peons.

Meantime, you are requested to make immediate arrangement for cash-clerk to work, in absence of cashier preceeding on casual or privilege leave without delay.

Thanking you.

Muradabad :
19th November, 1971.

Yours Obediently,
Sd/-
Head Cashier.

Copy to Chief Manager, Lucknow."

18. The admission made by the claimant of suffering from "writers' cramp" trouble is made the basis by the management of impairment of his efficiency. The signatures of Gopi Nath Capoor on this type-written letter are somewhat shaky. The management contended that the efficiency of this workman was impaired and they indicated that factually there was not increase in the strength of the Cash Department even after the retirement of this workman in 1973. The management is positive that the workman had suffered impairment in his efficiency and could not do the work properly and effectively which work he had been doing efficiently earlier.

19. It is not the case of the management that the signatures of the workman were sent to outside branches and there was difficulty in those branches in comparing the workman's present signatures with his earlier signatures and the Bank could not rely upon him for his signatures on cheques, drafts, etc.

20. The trouble of Writers Cramp is caused by excessive writing and that is the precise complaint of the workman that even in spite of great increase in his work and large number of savings and Recurring accounts, there was no relief staff provided to him and he was required to do double-duties and make entire payments, in addition to his own duties, when additional staff was not sanctioned for Cash Department and in the event any Cash Clerk being absent no adequate or suitable arrangement was made. He requested for immediate arrangement for replacement in the event of any Cash Clerk being absent on any day for any reason. He did not admit his inability to do his normal work. He only showed his inability to do double-duties or to do extra work when some cashier was aware from duty for any reason whatsoever.

21. It is to be noted that no memos were given to this workman either in 1971 or in 1972 by the Bank, alleging inefficiency in his work, and the action against him was taken because he insisted on increase in the strength of the Cashiers and further insisted on immediate and adequate replacement of Cash Clerks going on casual or other leave.

22. The real reason for his being retired from service is not impairment of efficiency but the audacity of the workman in representing his case direct to the Custodian of Allahabad Bank, Calcutta and this appears from the documents filed by the management. In the latter from the Manager, Lucknow, in para 3, the manager is on record remarking as under :—

"From the tone of his various representations you will please also observe that he is prejudiced with the undersigned and is therefore mentioning his name

or reference in almost in every representation. But perhaps the above has forgotten the fact that he himself invited the trouble by sending his representation dated 19-11-71 direct to the Custodian and followed the same by subsequent reminders and telegrams etc. In case he now feels as stated that he has no writers' cramp then at the first instance, he should have presented himself before the Civil Surgeon, Muradabad for medical examination required by the Bank, which he did not." (underlining supplied).

plied).

23. The manager of the Civil Lines Branch, Muradabad was clearly prejudiced against Mr. Gopi Nath Capoor for approaching the Custodian of Bank directly in his letter dated 19-11-1971 and made up his mind to remove him from service on basis of admission in his representation dated 19-11-1971.

24. It is to be seen that Mr. Gopi Nath Capoor sensed this hostility of the manager, and reacted strongly to it, and believed that the Civil Surgeon Muradabad was, influenced by the Manager against him and did not readily go on 12-4-73 to him for examination, but, later, Mr. Gopi Nath Capoor realised the weakness of his position, and offered to go to Civil Surgeon for medical examination. He, in fact, called on Civil Surgeon, Muradabad on 26-2-1973 and 6-4-1973 but the Civil Surgeon did not examine him on subsequent dates, after 12-2-1973 for want of Bank's authorisation. In these circumstances, it cannot be said that the workman was guilty and avoided seeing Civil Surgeon for medical examination, when the workman appeared before him on 26-2-1973 and 6-4-1973, and requested the Bank Manager to authorise the Civil Surgeon, by registered letters dated 26-2-1973 and 6-4-1973. The presumption drawn by the Manager that the workman failed to appear before the Civil Surgeon for medical examination, because of impairment of efficiency, is not accepted, and no inference can be drawn from non-appearance of workman before the Civil Surgeon on 12-2-1973 when the workman was asked by the Manager on 24-2-1973 to appear before the Civil Surgeon within a week and workman appeared before the Civil Surgeon on 26-2-1973 and also on 6-4-73, but was not examined by the Civil Surgeon.

25. There is a medical certificate issued by Dr. Ram Singh, M.D.P.R.G.P. dated 27-4-1973 in which the workman has been advised to avoid writing-work or minimise it for next three months, and, from this certificate, Mr. Verma for the Management argued that impairment of efficiency was established on the medical certificate furnished by the workman himself.

26. A full reading of the certificate would make it clear that it is not so. This medical examination took place, after the workman's services were terminated on 12-4-1973 and he was suffering from extreme anxiety. The doctor found him to be otherwise normal, but suffering from mild writers' cramp with anxiety, and it is for removing his anxiety that he was to be 're-assured' and writing work was to be avoided or minimised for three months. It is not disputed that the workman had 3 months' leave, privilege or on medical certificate, to his credit, because the workman's own case is that he never availed of leave on medical ground during his entire service period from 1929 to 1972.

27. Mr. Gopi Nath Capoor even now appears to be a person with clear understanding and good health and the mild tremor in his writing and signatures does not appear to have affected his efficiency in the work that he was assigned. In fact it appears that the writer's cramp from which he suffered, was because of excessive work that he had to do in the Bank, when the Bank did not increase the strength of the staff and did not, on numerous occasions provide relief staff for the cashier on leave, forcing Mr. Gopi Nath Capoor to do extra work. No fault was found in his work till 1971 or even in 1972 and it was only his admission that he was suffering from writers cramp that was exaggerated and announced upon for terminating his service. The work that Shri Gopi Nath Capoor did not impair on account of slight writer's cramp in his writing and signatures.

28. I am clearly of the opinion that the premature retirement of workman, Shri Gopi Nath Capoor, was actuated by the offence that the Manager of the Civil Lines Branch, Muradabad took, when the workman wrote the representation dated 19-11-1971, reproduced earlier, direct to the Custodian of Allahabad Bank, Calcutta, and sent its copy to Chief

Manager, Lucknow. The Manager of the Allahabad Bank, Muradabad could not tolerate the direct approach to the Custodian of the Bank at Calcutta, and decided to seize upon the writer's cramp in his representation to ease him out.

29. The real fault with Shri Gopi Nath Capoor was the tone of certain of his letters and representations, and the making of direct representation to higher authorities, by-passing the Manager of the Bank, but for that disciplinary action could have been initiated against him, but he could not be eased out of the Bank-service by having recourse to Bi-partite agreement para 18.1, which authorised the Bank to order premature retirement only on the establishment of impairment of his efficiency. The efficiency of Mr. Gopi Nath Capoor was unimpaired and slight writer's cramp did not affect his efficiency in the work assigned to him, when his signatures did not go to outside Branches of the Bank or other Banks for comparison.

30. The action of the Management in retiring Shri Gopi Nath Capoor from service prematurely under Clause 18.1 of the Bi-partite agreement, on the basis of alleged impairment of is entitled to treat his retirement as being actually on reaching the age of 60 years on 15-9-1974 and he shall be paid all his dues on the basis of retirement on 15-9-1974. The order dated 12-4-1973 issued by the Manager, Civil Lines Branch, Muradabad retiring him from service with immediate effect with pension is quashed.

31. The Management of Allahabad Bank is directed to make payments due to the workman, Shri Gopi Nath Capoor on the basis that he continued to be in service of Allahabad Bank as Head Cashier upto 15-9-1974, and to pay him the arrears of wages and bonus on that basis, and also pay him gratuity and retirement-benefits on the same basis.

32. The workman, Shri Gopi Nath Capoor is awarded a liquidated amount of Rs. 1000 as costs against the Management, which the Management shall pay additionally.

The award is made in the terms aforesaid.

Further ordered that requisite number of copies of the award be forwarded to the Central Government for further action at their end.

Dated : 4-4-1983.

O. P. SINGLA, Presiding Officer,
[No. L-12025/22/76-DII(A)]

S.O. 2034.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the Allahabad Bank and their workman, which was received by the Central Government on the 6-4-1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CUM-LABOUR COURT, NEW DELHI

Ref. No. L-12012/147/81 D.II(A) dated the 18th Dec. 1981

I.D. No. 198 of 1981

Sh. Vishnu Dutt Tewari,
The Assistant Secretary,
U.P. Bank Employers Union,
36/1 Kailash Mandir,
Kanpur (U.P.)

Versus

The Regional Manager,
Allahabad Bank,
The Mall Road,
Kanpur (U.P.)

PRESENT :

Sh. R. K. Pandey—for workman
Sh. M. K. Verma—for Management.

AWARD

The Central Govt under section 10 of the I.D. Act of 1947, referred the dispute between the workman and the

management of Allahabad Bank, to the Tribunal for adjudication in the following terms :—

"Whether the action of the management of Allahabad Bank in relation to its Kanpur Main Branch in not making permanent Shri Vishnu Dutt Tewari, temporary sub-staff is justified? If not, to what relief is the workman concerned entitled?"

2. Today a settlement was filed under which the workman Vishnu Dutt Tewari, was permanently absorbed in the bank w.e.f. 13-11-1982, and the workman felt satisfied and accepted permanent appointment w.e.f. 13-11-1982.

In view of the settlement above between the parties a 'no dispute' award is made

Further ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

Dated the 16th March, 1983.

O. P. SINGLA, Presiding Officer,
[No. L-12012/147/81-D.II.A]

S.O. 2035.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the Allahabad Bank and their workman, which was received by the Central Government on the 6-4-1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, NEW DELHI

I.D. No. 44 of 1981

Sushil Chandra, Tewari,
C/o The Secretary,
U.P. Bank Employees Union,
36/1, Kailash Mandir,
Kanpur.

Versus

The Deputy General Manager,
Allahabad Bank,
Hazratganj,
Lucknow.

PRESENT :

Sh. R. P. Srivastava—for the Management.

AWARD

The Central Government on 24th March, 1981 vide order No. L-12012/112/80-D.II.A made a reference of the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Allahabad Bank, The Mall, Kanpur in relating to its No. 5 Gumbi Branch, Kanpur in terminating the services of Shri Sushil Chandra Tewari, temporary peon in April, 1980 is justified? If not, to what relief is the workman concerned entitled?"

Today, the Management filed a copy of the permanent appointment letter in favour of the workman Shri Sushil Chandra Tewari dated 9/12-11-1982 which appointment the workman has accepted and declared on 12-11-1982 that in view of the settlement arrived at amicable between All India Co-ordination Committee and the management of Allahabad Bank on 13-5-1982, his claims till then were fully and finally settled, and any case pending in any court regarding any claim of his will be treated as not pressed.

In view of the voluntary settlement between the parties, the dispute does not survive for adjudication by this Tribunal.

and a 'no dispute' award is made.

Further ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

Dated the 24th March, 198.

O. P. SINGLA, Presiding Officer.

[No. L-12012/112/80-D.II (A)]

S.O. 2036.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the Punjab National Bank, Amritsar and their workman, which was received by the Central Government on the 6-4-83.

**BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, NEW DELHI**

I.D. No. 110 of 1980

Shri Chaman Lal,
C/o The General Secretary,
Punjab National Bank Employees' Union
181/1, Ram Gali, Inside Ram Bagh Gate,
Amritsar, (Pb).

Versus

The Regional Manager,
Punjab National Bank,
Near Jallianwala Bagh
Amritsar, (Pb)

PRESENT :

Sh. P. C. Panda—for the Management.
Sh. Ashok Gupta—for Workman.

AWARD

The Central Government by order dated 1st October, 1980, vide order No L-12012/137/79-D.II.A, referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of Punjab National Bank, Regional Office, Amritsar in not paying Cashier-in-Charge allowance to Shri Chaman Lal, Clerk-cum-Cashier at Branch Office Katra Ahluwalia, Amritsar, for the period from 24-10-77 to 20-3-79 during which he worked at the Extension Counter, Partap Steel Rolling Mills Chheharata, and handled cash, is justified? If not, to what relief is the workman concerned entitled?"

The parties settled their dispute and the workman Sh. Chman Lal agreed to accept Rs. 900 on account of Cashier Incharge allowance for the period 24-10-77 to 19-3-1979 the management is directed to make the payment of Rs. 900 to the workman on this account within one month of publication of this award. The award is made in term of settlement between the parties.

Further Ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

Dated the 26th March at Chandigarh.

O. P. SINGLA, Presiding Officer.

[No. L-12012/137/79-D.II.A]

S.O. 2037.—In pursuance of section 17 of the Industrial Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi in the industrial dispute between the employers in relation to the Allahabad Bank and their workman, which was received by the Central Government on the 6-4-1983.

**BEFORE SHRI O. P. SINGLA, PRESIDING OFFICERS,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, NEW DELHI**

I.D. No. 75 of 1981

Mohan Singh,
C/o The Asstt. General Secretary,
U.P. Bank Employees Union,
Central Office,
36/1 Kailash Mandir,
Kanpur.

Versus

The Regional Manager,
Allahabad Bank,
Bara Chauraha, Kanpur (U.P.)

PRESENT :

Sh. R. P. Srivastava—for the Management.

AWARD

The Central Government by order dated 26th June, 1981 vide order No. L-12012/279/80-D.II.A referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of Allahabad Bank, Regional Office, Banda in terminating the services of Shri Mohan Singh, Driver, with effect from 31-3-1980 is justified? If not, to what relief is the workman concerned entitled?"

Today, the Management filed a copy of the appointment letter to the workman dated 24-11-1982 under which he was offered a permanent appointment in the Allahabad Bank and the workman on 5-3-1983 gave it in writing to the Management of Allahabad Bank and U.P. Bank Employees Union Kanpur that, in view of the settlement in May, 1982 between the Allahabad Bank, Management and Allahabad Bank Employees' Co-ordination Committee, he had been permanently appointed in the Bank since 29-11-1982, and, in view of that settlement, he would withdraw his cases pending in the court.

In view of the settlement between the parties and the permanent appointment accepted by the workman, the dispute does not survive for adjudication and accordingly a 'no dispute' award is made.

Further Ordered :

That the requisite number of copies of this award may be sent to the appropriate Govt. for necessary action their end.

Dated the 24th March, 1983.

O. P. SINGLA, Presiding Officer.

[No. L-12012/279/80-D.II.A]
N. K. VERMA, Desk Officer.

New Delhi, the 11th April, 1983

S.O. 2038.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the Industrial dispute between the employers in relation to the management of Jogidih Colliery of Messrs Bharat Coking Coal Limited and their workmen which was received by the Central Government on the 6-4-1983.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD**

Reference No. 9/82

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Jogidih Colliery of M/s. Bharat Coking Coal Ltd., P. O. Tundoo, Dist. Dhanbad.

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri J. D. Lal, Advocate.

INDUSTRY : Coal

STATE : Bihar

Dated, the 31st March, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012(349)/81-D.III(A) dated the 1st February, 1982.

SCHEDULE

"Whether the demand of the workmen of Jogidih Colliery of M/s. Bharat Coking Coal Ltd., P. O. Tundoo, Dist. Dhanbad that Sarvashri Upendra Razak, Gouri Nath Razak and Raman Razak Miners should be reinstated by the management on the basis of Award dated the 18th August, 1980 of the Central Government Industrial Tribunal No. 3, Dhanbad in reference No. 5 of 1979 in the similar case of another workman (Sh. Mahabir Das) is justified? If so, to what relief are the workmen concerned entitled and from what date?"

2. On 30-11-1982 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workmen.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

Enc : Settlement.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL NO. 3, AT DHANBAD

Reference Case No. 9/1982

Employers in relation to the management of Jogidih Colliery ;

AND

Their workmen represented by Bihar Colliery Kamgar Union, Temple Road, Dhanbad.

The humble petition on behalf of the parties above named most respectfully sheweth :—

- (a) That the management agrees to re-instate without back wages the concerned workmen namely S/Shri Upendra Rajak, Gouri Nath Rajak and Raman Rajak as Miners/Loaders at Jogidih Colliery within one month from the date of reporting for duty at the Colliery to the Colliery Superintendent. They will however, be transferred to any other Colliery of Govindpur Area.
- (b) That the concerned workmen will forfeit their right of employment in case they will fail to report for duty within one month from the date of publication of the Award.
- (c) That the concerned workmen should produce two copies of their photographs duly attested by the B.D.O./C.O. of the Area within which they reside

at their villages besides endorsement of the union to the effect that they are the genuine workers who worked at Jogidih Colliery upto the date of their dismissal.

(d) That the concerned workmen shall not have any claim for wages and consequential benefits for the idle period till joining. For the purpose of gratuity continuity in service shall be counted.

(e) That the workmen concerned assure their good conduct and in case of any misbehaviour, the past incident of 13-6-74 will be considered for deciding the quantum of punishment.

(f) That this settlement shall have no bearing whatsoever on the case pending before the Court of Law, and action may be taken against them including removal from service in case of their punishment.

2 That in view of the settlement there remains no issue to be adjudicated.

Under the facts and circumstances stated above it is humbly prayed that the Hon'ble Tribunal will be graciously pleased to pass the Award in terms of settlement.

For the Workmen.

Sd/-

R. N. Singh

Vice President, B.C.K.U.

Sd/-

Concerned Workmen.

1. Sd/-

2. Sd/-

3. Sd/-

For the Employer

Sd/-

P. K. Sinha

General Manager

Sd/-

R. Mohan

Personnel Manager

Govindpur Area.

WITNESSES :

1. Sd/-

Sd/-

2. Sd/-

(Advocate)

3. Sd/-

30-3-83

[No. L-20012(349)/81-D.II (A)]

J. N. SINGH, Presiding Officer

New Delhi, the 14th April, 1983

S.O. 2039.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of East Bassuriya Colliery of Messrs Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 12th April, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri J. P. Singh—Presiding Officer.

Reference No. 16 of 1981

In the matter of an industrial dispute under Section 10 (1)(d) of the Industrial Disputes Act, 1947.

PARTIES :

Employers in relation to the management of East Bassuriya Colliery of M/s. Bharat Coking Coal Limited, P.O. Kusunda, District, Dhanbad.

AND

Their Workmen

APPEARANCES :

For the employers : Shri B. Joshi, Advocate.

For the workmen : Shri S. Bose, Secretary, R.C.M.S., Dhanbad.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 7th April, 1983

AWARD

This is a reference under section 10 of the I.D. Act, 1947. The Central Government by its order No.L-20012/205/80-D-III (A), dated, the 28th March, 1981 has referred this dispute to this Tribunal for adjudication on the following terms:—

"Whether the action of the management of East Bassuriya Colliery of Messrs Bharat Coking Coal Limited Post Office Kusunda, District Dhanbad, in not regularising the services of Shrimati Sripati Kamin as Permanent employee and in stopping her from light duty with effect from the 8th November, 1979 is justified? If not, to what relief is the said workman entitled and from what date?"

Shrimati Sripati Kamin is a Casual wagon loader. In 1978 it was detected that she was maintaining bad health and was incapable of performing the duties of Wagon loader. She was medically examined and sent to Central Hospital Dhanbad for treatment where it was detected that she was suffering from tuberculosis. She received treatment in the Central Hospital. On being discharged from the hospital the management gave her light job of Clay cartridge maker for a temporary period purely on humanitarian ground with the hope that she would pick up enough strength to do her original duties as Casual Wagon loader. Subsequently when she was asked to go back to her original duties as Casual wagon loader she started absenting herself. The workmen's case is that on account of her illness she was not able to perform the duties of Wagon loader as the same is hazardous and her demand in this case is that she should be regularised as Clay cartridge mazdoor. The management is unable to regularise her in the job of clay cartridge mazdoor on the ground that her original job is of casual wagon loader.

The management has examined one witness Shri R.B.P. Sahi (MW-1) who happen to be the personal Officer in East Bassuriya Colliery during 1978 and 1979. He worked in that Colliery from 1975 to March, 1982. He know the case of Shrimati Sripati Kamin who was working as casual wagon loader. She was not made permanent as she had not put in 240 days attendance in a calendar year. The witness has proved 2 medical reports. Ext.M-1 is the report of the Central Hospital and Ext.M-2 is the report of the Medical Officer of the Colliery. In Ext.M2 there was recommendation for providing light duty for 15 days to Srimati Sripati Kamin. Ext.M-3 and M-4 are 2 applications of Sripati Kamin for giving her light duty. These office orders giving her light duty are Ext. M-5 and M-6 in 1978 she was given light duty through Officer order Ext.M-7. The procedure followed was that light duty was given after recommendation from the Medical Officer from time to time. Sripati Kamin, WW-1 in her evidence has said that she has worked during 1979 after her discharge from the hospital, she was given light duty as Gola Mati worker where she worked for 8 months. She has said that she requested the management to continue her with light duty because she was not physically fit to do the job of Wagon loader.

In this reference the demand is that Shrimati Sripati Kamin should be regularised in light duty. It is an admitted position that the concerned workman is a casual wagon loader and she has not been made permanent because she has not completed 240 days. There is no evidence to indicate that even as Clay cartridge mazdoor she has completed 240 days attendance in any calendar year. We have no, therefore, no basis on which to say that her claim for regularisation as Clay cartridge mazdoor could be justified. Shri S. Bose representing the R.C.M.S. Union has conceded that he would

not press the question of regularisation of the concerned workman in the job of Clay cartridge maker. It is therefore clear that the action of the management in not regularising the services of Sripati Kamin as permanent employee as Clay cartridge mazdoor cannot be unjustified. But Sri Bose has placed before me another aspect of the case which I am inclined to consider. Although Sripati Kamin the original job of Casual wagon loader she has not been able to complete the necessary attendance of 240 days for being absorbed on permanent basis as wagon loader. This may be on account of ill health which caused her the disease of Tuberculosis. On her discharge from the hospital she has been put into a lighter job of Clay cartridge mazdoor; so that she could earn her living without any detriment to her health. Successive orders were passed by the management to put her on the job of Clay cartridge mazdoor on recommendation of the Medical Officer of the Colliery. Sri Bose drew my special attention to the health of the concerned workman while she was giving her evidence in this Court. She has no doubt a sickly appearance and is unthinkable that she could be put to arduous job of Wagon loader. As wagon loader she has to load coals in wagon and in course of her duty she has to inhale coal dust. It is clear that to put her in the job of Wagon loader is to force her to work in a situation which is definitely to detrimental her health. I find that the lower management of M/s. B.C.C.L. have their best on the advice of the colliery Medical Officer to put her in lighter job from time to time in consideration of her health. This was done purely on humanitarian ground and Shri Bose has appreciated the fact that they have done whatever best they could do for her. According to him the case of the concerned workman should have been referred to the Headquarters for consideration that she should have been put on permanent basis in lighter job such as the one she was doing i.e. Clay cartridge Mazdoor because if this was not done, there was always the chance of relapses of her old disease. I still feel that some relief could be given by the higher management so that the concerned workman may not be put to work in a condition where her already weakened lungs could not be put to the hazard of breathing coal dust. I also think that in view of my observation above the concerned workman should be put back to the light job of Clay cartridge Mazdoor and retain the same till the higher management of M/s. B.C.C.L. take up her case for a sympathetic consideration. I see no good reason why Sripati Kamin being a lady and susceptible relapses of T.B. should not receive humanitarian consideration by the Government undertaking which M/s. B.C.C.L. is.

In the light of the observation I have to answer the reference as below:—

"The action of the management of East Bassuriya Colliery of Messrs Bharat Coking Coal Ltd., P.O. Kusunda, Dist. Dhanbad in not regularising the services of Shrimati Sripati Kamin as Permanent employee and in stopping her from Light duty with effect from the 8th November, 1979 is not justified. As to whether the concerned workman is entitled to any relief I would refer to my observation in the preceding paragraph."

This is my Award.

J. P. SINGH, Presiding Officer

[No. L-20012(205)/80-D.III (A)]

A. V. S. SARMA, Desk Officer

New Delhi, the 16th April, 1983

S.O. 2040.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur (M.P.), in the industrial dispute between the employers in relation to the management of Rawanwara Khans Colliery of Western Coalfields Limited, and their workmen, which was received by the Central Government on the 14th April, 1983.

BEFORE JUSTICE SHRI K. K. DUBE, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(29)/1981

PARTIES

Employers in relation to the management of Rawanwara Khas Colliery of Western Coalfields Limited, Chhindwara (M.P.),

AND

Their workman, Awadh Bihari, represented through the Koyala Khadan Mazdoor (HMS), Rawanwara Khas Colliery Branch, Post Office Bighawani, District Chhindwara (M.P.).

APPEARANCES:

For workman—Shri R. K. Gupta, Advocate.
For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal. DISTRICT : Chhindwara (M.P.).

AWARD

Dated, March 31, 1983

This dispute concerns the question of regularisation of Awadh Bihari, workman on the post of Head Clerk and/or justifiability of his transferring to Pench Valley as Despatch Clerk from 16th March, 1980. The dispute was referred under Section 10 of the I.D. Act by the Central Government under Notification No. L-22012(26)/80-D.IV(B) dated 4th August, 1981.

2. It is undisputed that Awadh Bihari was working as Despatch Clerk prior to 1st October, 1976 and he was Grade I Clerk. According to the case of the workman, he was ordered to discharge the duties of a Head Clerk from 1st October, 1976 to 15th March, 1980 at Rawanwara Khas Colliery of Pench Area. Since he had worked continuously for a period of more than 240 days he was entitled to be regularised on the post of Head Clerk. But instead, by an order dated 15th March, 1980 office order No. 225/WO/80 the management transferred him to a smaller colliery viz., Pench East Colliery as a Despatch Clerk. Question referred to by the Central Government is in following terms:—

“Whether the action of the management of Rawanwara Khas Colliery of Messrs Western Coalfields Limited, in not regularising Shri Awadh Bihari as Head Clerk, and in transferring him to Pench East Colliery as Despatch Clerk from 16th March, 1980 is justified? If not, to what relief is the workman concerned entitled?”

3. The question that falls for consideration would be whether Awadh Bihari had been asked to work as Head Clerk and whether he had in fact worked on the post of Head Clerk for more than 240 days and if he had done so whether he was entitled to be regularised as Head Clerk. The workman relies on the Standing Orders and the Circular No. CIR/62/74 dated 4th April, 1978 which lays down that a workman who had put in 190/240 days attendance on a particular post would be entitled to be regularised. The management denies that Awadh Bihari had worked for 240 days on the post of a Head Clerk.

4. In the statement of the claim, the workman has clearly stated that he worked as a Head Clerk with effect from 1st October, 1976 to 15th March, 1980 at Rawanwara Khas Colliery of Pench Area. He has also mentioned so in his rejoinder. The Standing Orders of the Colliery contemplate that a workman would be made permanent on the post if he had satisfactorily completed a probationary period of three months, including breaks due to sickness, accident leave, lock out, strike (not being illegal strike or involuntarily closure of the establishment). Ex. W/3 dated 1st October, 1976 would show that D. P. Verma who was discharging the duties of a Head Clerk went on long leave and the workman was directed to work as a Head Clerk till D. P. Verma resumes his duties. It is pertinent to note in this case that D. P. Verma did not resume duties at any time after his leave. A letter from Western Coalfields Ltd. Ex. W/4

dated 5th January, 1977 reiterates the position that Awadh Bihari was officiating as a Head Clerk. There is another office order from the Manager, Western Coalfields Ltd. dated 20th/26th September, 1978 (Ex. W/7) which indicates that Awadh Bihari had been authorised to work as a Head Clerk and this was for the information of all concerned.

5. In his evidence Awadh Bihari has stated that he was working on D. P. Verma's post because D. P. Verma went on a long leave. D. P. Verma never joined on the post of Head Clerk and he continued to work on this post till 15th March, 1980 when he was transferred to Pench East Colliery as a Despatch Clerk. He retired with effect from 1st November, 1981. All this evidence would indicate that though Awadh Bihari was a Despatch Clerk Grade I he was working on the post of Head Clerk with effect from 1st October, 1976 till 15th March, 1980. As against this, the management has tendered the evidence of Vinod Kumar Srivastava who stated that Awadh Bihari was employed as Despatch Clerk. He had never seen Awadh Bihari working in any other capacity except as a Despatch Clerk. He, however, admitted that D. P. Verma was the Head Clerk of Eklehra Colliery and later on was transferred to Rawanwara Khas Colliery but he seems to suggest that when D. P. Verma left the colliery one Leeladhar Puriya was asked to discharge the duties of a Head Clerk. Leela Dhar Puriya was a Grade II Clerk and officiated as a Head Clerk from July/August, 1976 to March/April 1977. The witness had to admit that Ex. W/10 indicated that Awadh Bihari was acting as a Head Clerk on 5th November, 1977. Awadh Bihari was undoubtedly senior to Leela Dhar Puriya. He also admitted the Circular dated 4th April, 1978 under which if a workman had worked on a post in a higher grade for 240 days he became entitled to the pay and grade of that post.

6. The workman has come out with a straight case that he had been asked to do the work of a Head Clerk for the period from 1st October, 1976 to 15th March, 1980. No documentary evidence is given in support of the management's witness contention that one Leela Dhar Puriya was asked to discharge duties of a Head Clerk in place of D. P. Verma who went on long leave. Whereas management's letters fully support the workman's claim. These letters clearly establish that the workman was first appointed as a Head Clerk on 1st October, 1976. He continued to work as Head Clerk is clear from Ex. W/4 and Ex. W/7. This coupled with the oral evidence leaves no manner of doubt that he had worked for more than 240 days as a Head Clerk.

7. Learned Counsel drew my attention to the evidence of the workman, Awadh Bihari, where he had stated in cross-examination in paragraph 9 that in Rawanwara Khas Colliery he was performing duties of a Despatch Clerk. This statement cannot be read in isolation. It leaves no manner of doubt that prior to the appointment of a Head Clerk he was working as a Despatch Clerk in Rawanwara Khas Colliery. Evidence of Vinod Kumar Srivastava is prevaricating, evasive and not reliable. I am, therefore, of the view that Awadh Bihari having worked from 1st October, 1976 to 15th March, 1980 for more than 240 days on the post of a Head Clerk became entitled to be regularised on the post.

8. I must before I go to the other point mention that the management's case is that Head Clerk's post does not carry better emoluments than Grade I Clerk which the workman, Awadh Bihari, was already getting. Therefore, there was no dispute whatsoever even if he held that Awadh Bihari had not been regularised on the post of Head Clerk. In terms of reference I am only required to find out whether or not Awadh Bihari was entitled to be regularised on the post of a Head Clerk and this is found in favour of the workman. The workman would be entitled to the emoluments of a Head Clerk after he had completed 240 days. Leaving some margin the workman would be entitled to the emoluments of a Head Clerk from May 1977 onwards.

9. The question of transfer will depend on the administrative exigencies and is undoubtedly a managerial function. But exercise of this power cannot be in a way as would amount to victimisation and certainly the workman could not be transferred to a post of a lower grade. There is no substance in the management's contention that the post of Grade I Clerk and the post of a Head Clerk enjoyed the same emoluments and privileges. It is not borne out by the evidence on record. At least D. P. Verma had been enjoy-

ing a higher scale of pay as Head Clerk. Since in this reference I am not called upon to determine this question, I can only leave it here by saying that the transfer to another colliery on a lower grade was unjustified. Since the workman has retired, it would be relevant only for the purposes of calculating the retirement benefits. I, therefore, answer the question referred by saying that the workman was entitled to be regularised on the post of a Head Clerk from May 1977 onwards and his transfer to another colliery as a Despatch Clerk was unjustified. He would, therefore, be entitled to the salary and all other benefits of a Head Clerk till his date of retirement. The workman is entitled to costs of Rs. 100 from the management.

K. K. DUBE, Presiding Officer

[No. L-22012(26)/80-D.IV(B)]

S.O. 2041.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Jaykaynagar Colliery, District Burdwan, and their workmen, which was received by the Central Government on the 14th April, 1983.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 56/80

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of K. I. S. Chalbapuri Colliery of M/s Eastern Coalfields Ltd., Dist. Burdwan.

AND

Their workman

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workman—Shri C. S. Mukherjee, Advocate.

STATE : West Bengal

INDUSTRY : Coal.

Dated, the 2nd April, 1983

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, (14 of 1947), has referred the dispute to this Tribunal for adjudication under Order No. L-19012(31)/80-D. IV(B) dated the 22nd September, 1980.

SCHEDULE

"Whether the demand of the Union of the K.I.S. Chalbapuri Colliery of Eastern Coalfields Ltd., to place Shri Gopal Chandra Karmakar in Grade I as Cap Lamp Room Incharge is justified? If so, to what relief is the concerned workman entitled and from what date?"

2. The case of the workman is that he is working as Cap Lamp Incharge since before nationalisation and he is the only Cap Lamp Incharge even after taking over of management by the Coal Mines Authority (now renamed as Eastern Coalfields Ltd.) and is continuing in the same capacity in K.I.S. Chalbapuri Unit. It is further stated that during the tenure of his service he has all along been authorised by the Colliery Manager to work as Cap Lamp Incharge. He was appointed in the Colliery in 1969 and he also got training at M/s. Macneill & Barry Ltd., Kilburn Division and in all the papers of the management he has all along been described as Cap Lamp Incharge.

3. It is further alleged that ignoring the case of the workman as Cap Lamp Incharge the colliery authority wrongfully and illegally without any notice re-designated him as Jr. Cap Lamp Incharge in the pay slip of February '75. The workman made written representation to the authorities but to no effect. It is submitted that the above action of the management illegally categorising him as Jr. Cap Lamp Incharge instead of Cap Lamp Incharge is illegal and hence he is entitled to be categorised as Cap Lamp Incharge in Grade I and he should be paid the arrears of wages with effect from 31-1-1973 that is date of take over of the colliery by the Central Govt.

4. The management has contested the claim of the concerned workman and the main defence is that the concerned workman was originally appointed by the private employers of K.I.S. Chalbapuri Colliery which is a very small unit in June, 1969 on temporary basis and was not even made a member of Coal Mines Provident Fund and his name appeared in the monthly wage sheet from December, 1972 only. It is further stated that since the workman Sri Gopal Chandra Karmakar had not the necessary training in the matter of cap lamps, he was working in the cap lamp cabin of the colliery as a Jr. Cap Lamp Incharge with effect from 15-8-1973 on a basic pay of Rs. 205 only which he was getting even at the time of take over. It is also stated that K.I.S. Chalbapuri Colliery is a very small unit and after take over it was amalgamated with Ratibati Colliery which was big unit. Another colliery viz. Chapul Khas colliery was also amalgamated with it and the regrouped collieries came to be known as Ratibati(R) Colliery. In K.I.S. Chalbapuri Colliery the man power was below 600 while the man power at Ratibati Colliery was about 3000 and at Chapul Khas about 1500. Both Chapul Khas and Ratibati Colliery had separate Cap Lamp Incharge while at K.I.S. Chalbapuri colliery the Cap Lamp Incharge was rightly designated as Jr. Cap Lamp Incharge on 15-8-1973 and this system continued till 31-10-1976. When on further reorganisation one colliery known as Chalbapuri (R) was formed consisting of Khas Chalbapuri and K.I.S. Chalbapuri, Khas Chalbapuri had a man power of about 1500 where there was a Cap Lamp Incharge but at K.I.S. Chalbapuri as workmen were very few so much so that it is now on the verge of closure. It is also stated that due to the above fact the management of Eastern Coalfields Ltd., never appointed any Cap Lamp Incharge in Grade I in K.I.S. Chalbapuri unit nor it was warranted. The Coal Wage Board has fixed two categories of Cap Lamp Incharge as Senior and Junior. The Sr. Cap Lamp Incharge is in Grade I where as the Jr. Cap Lamp Incharge is in Grade II and all that the management did was to protect the service conditions of the concerned workman by recognising him as a permanent workman instead of casual and giving him proper grade the Grade II. It is however submitted that during conciliation stage it was pointed out on behalf of the union that the Manager had described the concerned workman as Cap Lamp Incharge and therefore he must be deemed to have been working as such so he is entitled to clerical Grade I. But all that the Manager did was to authorise the workman under the Coal Mines Regulations and he was never appointed in clerical Grade I and that his designation was always as Jr. Cap Lamp Incharge which remains even to-day. It is, therefore, prayed that the concerned workman is not entitled to any relief.

5. The point for consideration is as to whether the demand of the union of K.I.S. Chalbapuri Colliery to place the concerned workman in Grade I as Cap Lamp Room Incharge is justified. If so, to what relief is the concerned workman entitled and from what date.

6. From the Coal Wage Board recommendation Vol. II page 54 it will appear that Cap Lamp Room Incharge has been placed in Grade I while Jr. Cap Lamp Room Incharge has been placed in Grade II. The concerned workman is admittedly in Grade II but his claim is that as he was appointed as Cap Lamp Room Incharge and was designated as such by the management, the management was not justified in subsequently re-designating him as Jr. Cap Lamp Incharge. But as stated earlier it is admitted by him that he is still working in Category II that is the grade of Jr. Cap Lamp Incharge. It is also admitted by him in his evidence that by the old employer he was shown as temporary workman but after take over he was regularised and was given Grade II. According to the management, however, K.I.S. Chalbapuri colliery is a very small unit where there was a cap lamp room and approximately there were 300 cap lamps and that the concerned workman was looking after the cap lamp room, its maintenance and he was overall Incharge. MW-1 who was Manager of K.I.S.

Chalbalpur till August '75 has also stated that as Cap Lamp Room Incharge are put in Grade I and Grade II, the manager put them in either grade according to the number of cap lamps and if the number of cap lamps were 500 or more he was placed in Grade I but if less than 500 in Grade II and as the number of cap lamps in K.L.S. Chalbalpur colliery was less than 500 hence the concerned workman was given Grade II. But no document has been filed on behalf of the management to show the basis on which a workman is to be designated as Cap Lamp Incharge in Grade I or Jr. Cap Lamp Incharge in Grade II. The management ought to have filed the document in support of it. The colliery is now under different Companies of the Central Govt. It is expected that there must be some Circular or direction to place one in Category I or II and some norms must have been prescribed for it, but no such norms or circular has been filed in this case. As against this the main case of the concerned workman is that he has all along been described as a Cap Lamp Incharge and was independently doing his duty in K.L.S. Chalbalpur colliery as Cap Lamp Incharge and so he is entitled to be placed in Category I.

7. In support of it the concerned workman has filed Ext. W-1 which is his appointment under the Coal Mines Regulation 36 of 1952. It is dated 24-6-1969 which shows that he was appointed as Cap Lamp Incharge but in fact it is not any appointment but it is an authorisation letter as provided under the Coal Mines Regulations. No appointment letter has been filed by the workman to show that he was in fact appointed as a Cap Lamp Incharge. Ext. W-2 is a certificate dated 14-1-1969 from Macneill & Barry Ltd., showing that the concerned workman got training in Oldham Cap Lamp maintenance. Ext. W-3 is a slip for supply of free coal. In this document the concerned workman has been designated as Cap Lamp Incharge. Ext. W-4 is a notice of April '73 in which also the concerned workman has been designated as Cap Lamp Incharge by the Manager. Ext. W-5 is, however, a certificate of the year 1971 by the outgoing Manager but this has not got any importance. Ext. W-6 is, however a letter dated 3-6-1977 by the Manager by which the concerned workman was authorised to take delivery of certain materials and there also he was described as Lamp Room Incharge. Similar is the case with respect to letter dated 17-5-1978 by the Manager. Ext. W-7 is another letter of the year 1978 by the Manager in which also the concerned workman has been described as Cap Lamp Incharge. Ext. W-8 series, however, are the Doctors fitness certificates issued to the concerned workman describing him as Cap Lamp Incharge. But these certificates cannot go to prove that the concerned workman was in fact a Cap Lamp Incharge as Doctor has got no such authority further the concerned workman might have loosely been described as Cap Lamp Incharge.

8. It will however appear that for the first time in the pay slip of February '75 the concerned workman was shown as Jr. Cap Lamp Incharge. He was getting the pay of Jr. Cap Lamp Incharge since before take over of the management. Even subsequent to that in letters Exts. W-6, W-7 & W-8 the concerned workman was described as Cap Lamp Incharge which clearly indicate that it was described as such in a loose way and in fact he was working as Jr. Cap Lamp Incharge in Grade II and was getting his pay as such. The Coal Wage Board recommendation came into force in the year 1967 and the take over as also nationalisation took place in the year 1973. At that time also the concerned workman was in Grade II. Rather prior to take over he was a casual workman and he was regularised only after take over. Now if the concerned workman was dissatisfied with his grade and wage of the view that he was entitled to be placed in Grade I he ought to have filed representation in the year 1973 itself and would have raised industrial dispute then and there. But he kept silence for all these years and raised the dispute only in the year 1980 when the present Reference was made.

9 All these facts go to show that as K.L.S. Chalbalpur colliery was a small unit a Jr. Cap Lamp Incharge was placed there and the workman was also satisfied with his grade and designation. It is no doubt true that relevant circular or paper showing the norms under which a workman is to be put in Grade I or II has not been filed by the management but the Coal Wage Board has given the management option to place a Cap Lamp Incharge either in Category I or in Category II. The job description of Category I and II is also not given in Wage Board recommendation or in any other book.

10. In such circumstances the concerned workman is not entitled to claim Grade I suo-moto against the management. He has been placed in Grade II and there is nothing to show that any person junior to him as Jr. Cap Lamp Room Incharge has been placed in Grade I. It is apparent that a Jr. Cap Lamp Incharge is to be promoted from Grade II to Grade I as Cap Lamp Incharge and the concerned workman will also get a chance when his term comes. He cannot claim his promotion to Grade I suo-moto by raising such dispute.

11. Considering the evidence and facts and circumstances of the case, I hold that the demand of the union to place the concerned workman in Grade I is not justified and the concerned workman is not entitled to any relief.

12. I give my award accordingly.

J. N. SINGH, Presiding Officer.

[L-19012(31)]80-D-IV-(B)]

S.O. 2042.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Sodepur (R) Colliery of Messrs Eastern Coalfield, Limited, Post Office Sunderchak, District Burdwan and their workmen, which was received by the Central Government on the 14th April, 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL. CALCUTTA

Reference No. 26 of 1981

PARTIES :

Employers in relation to the management of Sodepur
(R) Colliery of E.C.I.

AND

Their workmen.

PRESENT :

Mr. M. P. Singh, Presiding Officer.

APPEARANCES :

On behalf of Employers—Mr. M. N. Kar, Advocate
with Mr. B. N. Goswami, Sr. Personnel Officer

On behalf of Workmen—Mr. A. K. Lal Gupta, Advocate.

STATE : West Bengal

INDUSTRY : Coal.

AWARD

Monthdih Colliery (now re-named as Sodepur Colliery) was closed in the year 1967. It was re-opened in the year 1974 after take-over of the mines by the Central Government. On reopening of the mine the 33 concerned workmen approached the management for re-employment under Section 25H of the Industrial Disputes Act, 1947 but they were not re-employed. Hence this industrial dispute was sent to this Tribunal for adjudication vide Order No. L-19011(10)/80-D-IV(B) dated 27th May, 1981 and the Schedule to the Order of Reference reads as :

"Whether the demand of the Union for re-employment of workmen (as shown in the Annexure) of Monthdih Colliery under Eastern Coalfields Limited is justified? If so, to what relief are the concerned workmen entitled?

ANNEXURE

1. Pokhandi Harijan
2. Harawar Harijan

3. Bansist Harijan
4. Nahangu Harijan
5. Naresh Harijan
6. Brahmadeo Kurmi
7. Muneswar Chawhan
8. Bachu Harijan
9. Binde Yadav
10. Bindhachan Garari
11. Sitaram Teli
12. Dhanesh Harijan
13. Shewchand Koiri
14. Ram Lochan Bin
15. Hargum Rajbhar
16. Shibu Kole
17. Muneswar Kole
18. Jogeswar Kole
19. Fulochand Kole
20. Jamuna Kole
21. Bhaneswar Kole
22. Kaleswar Kole
23. Akloo Rai
24. Sahadeo Kole
25. Mahadeo Kole
26. Kameshwar Kole
27. Bina Koi
28. Jagdish Gowala
29. Manabir Kole
30. Girja Yadav
31. Patu Harijan
32. B'shan Harijan
33. Sumeru Harijan".

2. When this case was taken up for hearing, the management raised a preliminary point that no industrial dispute existed on the date of Reference and hence the reference was invalid as the Union had no locus standi to represent the concerned workmen. It is submitted that there cannot in law be an industrial dispute regarding a closed industry, that at no even the workmen who were engaged in that colliery prior to closure have any community of interest with the workmen who may now be working in the colliery after the re-opening. It is further urged that this particular union which has sponsored the dispute does not function in the Sodepur (R) colliery and at any event, it never functioned to the best of the information of the employers in what was known as the Monthdih colliery when it was under the private management and therefore, the reference, at the instance of the Union is incompetent, illegal and without jurisdiction. It is also pointed out that the dispute is a stale one having been raised for the first time in 1979, that is, after 12 years of the closure (the closure having taken place in 1967 in the time of the old private company M/s. Monthdih Coal Company of Disergarh). It is also denied that they were ever the workmen under the erstwhile owners of the old company.

3. From the above it is clear that the management has directly challenged the locus standi of the union, namely, of Koyala Mazdoor Congress, Gorai Mansions stating that this union had no concern with the workmen of the Monthdih colliery. Mr. Kar appearing for the management submits that this Union was not even functioning on the date of reference and that the union in question was completely a new union without any following. In this view of the matter it is the duty of the union to prove by relevant documentary evidence that it had proper authority to represent the concerned workmen. In *Deepak Industries Ltd. v. State of West Bengal*, 1975 Lab IC 1153 at 1157 it was observed

"But when the dispute is espoused or sponsored by a union it seems to have been uniformly held by the judicial decisions which has been referred to by the parties and mentioned hereinbefore, that when the authority of the union is challenged by the employer it must be proved by production of material evidence before the Tribunal to which such a dispute has been referred, that the union has been duly authorised either by a resolution of its members or otherwise that it has the authority to represent the workman whose cause it is espousing. Mere fact that the said Union is registered under the Indian Trade Unions Act is not conclusive proof of its real existence of the authority to re-

present the workmen in the reference before the Tribunal. Mere negotiations by some official of the Union with the employees for conciliation or executing certain documents on behalf of the workmen prior to the reference are not conclusive proofs of the authority of the Union to represent the workman whose dispute it is alleged to be espousing before the Tribunal."

Applying the principles laid down in that case it must be held that the union in question has not been able to prove their locus standi to represent the concerned workmen. No evidence oral or documentary has been adduced by the union and it has been specifically stated by the Union before the Tribunal that they will not adduce any evidence in view of the argument which they will advance in this case. In absence of any proof the question of community of interest cannot arise and it cannot be said that the union has locus standi to represent the 33 concerned workmen.

4. It was argued on behalf of the Union that this Tribunal cannot decide the question of locus standi because the Central Government has referred the dispute for adjudication and that is conclusive. Suffice to say that this point has not force in view of the case of *Deepak Industries Ltd.* (supra).

5. It was next argued that under the amended provisions of Order 14 Rule 2 Civil Procedure Code the preliminary issue is to be decided along with other issues of the case. I do not agree. Firstly, this provision of the Code of Civil Procedure does not apply to industrial cases. Secondly the issue in question goes to the root of the case and relates to jurisdiction of the Tribunal to proceed with the case. The contention is rejected.

6. It was next argued on behalf of the Union that when two interpretations regarding existence of jurisdiction are possible, this Tribunal should exercise jurisdiction in favour of the weaker section, viz., in favour of the workmen. It is enough to say that no two interpretations exist here. The argument is rejected.

7. Mr. Kar appearing on behalf of the Management argued that when the mine itself was closed in 1967 and when the reality and bonafide of the closure is not disputed by any of the parties any dispute with reference thereto would fall outside the purview of the Industrial Disputes Act. This contention has substance vide the case of *Pipraich Sugar Mills Ltd., v. Pipraich Sugar Mills Mazdoor Union*, 1957-ILLJ-235. For this reason also, therefore, the reference is not maintainable.

8. For the reasons given above I hold that the Union in question has totally failed to show that they have locus standi to represent the 33 concerned workmen. Consequently I hold that there was no industrial dispute in existence on the date of reference. The reference is therefore invalid bad in law and unsustainable.

This is my award.

Dated, Calcutta,
The 6th April, 1983.

M. P. SINGH Presiding Officer
[No. L-19011(10)/80-D.IV(B)]

S.O. 2043—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Chinakuri Colliery of Messrs Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 14th April, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD
Reference No. 36/82

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Chinakuri Colliery of M/s. Eastern Coalfields Ltd., Burdwan.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri B. N. Lala, Advocate.

For the Workmen—Shri P. N. Jha, Secretary of the Union.

Industry : Coal.

STATE : West Bengal.

Dated, the 4th April, 1983.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947, has referred the dispute to this Tribunal for adjudication under Order No. L-19012 (7)/82-D.IV(B) dated the 22nd April, 1982.

SCHEDULE

"Whether the demand of the workmen for regularising Sri Ramakant Dhal and 8 others (as per list) of Chinakuri Mine No. 1 and 2 Colliery of M/s. Eastern Coalfields Ltd., Burdwan in higher categories as per jobs performed by them is justified? If so, to what relief are the workmen concerned entitled and from what dates?"

LIST OF WORKMEN

Name of the workman	Present Designation	Working as
1. Ramakant Dhal	Fitter Helper	Lamp Fitter from '78
2. Ram Lal Thakur	Driller	-do- from May '78
3. Ram Lakhan	Tramner	Loco Driver '78
4. Anand Majhi	"	-do- from '78
5. Ramsaran Mahato	Loco Driver	Loco Driver Cat. V Ct. IV
6. Hari Bourl	Loco Driver	Loco Driver Cat. V
7. Kanai Mishra	"	Diesel Mechanic '78
8. Md. Takir	Ug. Mazdoor	Lamp Chargeman
9. Uttam Nunia	"	-do- 1978

2. On 31-3-1983 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

J. N. SINGH, Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 3,

DHANBAD

Reference No. 36 of 1982

PARTIES :

Employers in relation to the management of Chinakuri Colliery of Eastern Coalfields Limited.

AND

Their workmen.

The humble petition of both the parties most respectfully, sheweth :

1. That the above matter is pending before the Hon'ble Tribunal and the matter has not yet been heard.

2. That the parties have discussed the matter mutually and the instant dispute has been resolved between the parties and there is no longer any dispute subsisting in the instant matter.

3. That the parties, therefore, pray that the Hon'ble Tribunal would be pleased to pass a no dispute Award in the instant matter.

And for this act of kindness, both the parties, as in duty bounds shall ever pray.

Dated, the 31st March, 1983.

For and on behalf
of the Employers.

Sd/-Illegible

Dy. C.M.E./Agent
Chairman Colliery

For and on behalf
of the Workmen.

Sd/-Illegible Secretary, C.M.U
J. N. SINGH, Presiding Officer.

[No. L-19012 (7)/82-D. IV. B.]

R. K. GUPTA, Desk Officer

New Delhi, the 23rd April, 1983

S.O. 2044.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the management of Dariba Copper Project of Hindustan Copper Limited, Dariba and their workmen, which was received by the Central Government on the 13th April, 1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NEW DELHI

I.D. No. 26 of 1980

In the matter of dispute between—

Shri D. N. Yadav, Fitter, M/s. Hindustan Copper Limited, Dariba Copper Project Dariba, District Alwar (Rajasthan)

AND

Dariba Copper Project, Dariba, Alwar, (Rajasthan).

PRESENT :

Shri D. N. Yadav, in person—Employee.

Shri Manoj Sharma—for the Employer

AWARD

The Central Government, Ministry of Labour, vide Order No. L-43012/1/PO-B IIB made the following reference to this Tribunal for adjudication :—

"Whether the action of the management of Dariba Copper Project in not promoting Shri D. N. Yadav to the post of Senior Fitter in the grade of Rs. 450—701 with effect from 16-12-1977, the date when his junior Shri Munshi Ram was promoted, is justified? If not, to what relief the workman is entitled and from which date?"

2. Mr. D. N. Yadav, claimant, joined Dariba Copper Project as a Fitter in 1971. Munshi Ram joined the Project as a Fitter on 8-9-73 and Rugga Lal joined as a Fitter on 1-10-73.

3. The claimant, Shri D. N. Yadav, was termed Mines Fitter and was made to work as Pump Operator/Fitter w.e.f. 16-5-73. He had been authorised to work as Pump Operator/Fitter on 6-1-1972.

4. The Management by holding Departmental Promotion Committee promoted Munshi Ram as Fitter Grade 'A' on 11-7-76 and promoted Rugga Lal as Fitter Grade 'A' w.e.f. 1-4-77, in the scale of Rs. 375—567, while the grade of Fitter was only Rs. 340—500.

5. Later the Project Authorities called for applications from Fitters for the post of Senior Fitter in the grade of Rs. 450—701 and interviewed three candidates. Munshi Ram, Rugga Lal and D. N. Yadav and selected Munshi Ram as Senior Fitter w.e.f. 16-12-1977.

6. The Claimant Shri D. N. Yadav, has pleaded that the Management had been vindictive and unfair towards him, and that there was only one category of fitters in the Project and he was the senior-most fitter. He was not given the first promotion as Fitter Grade 'A' by the Management and the second promotion as Senior Fitter was also denied to him, and the alleged selection by the Management was a farce and fraud on him and that the Management used tactics to deny him justice and fair play and appointed his juniors above him. He demanded that he should be promoted as Fitter Grade 'A' on 1-10-76 and should be promoted as Senior Fitter w.e.f. 16-12-1977 and should be paid his arrears for the intervening period and also compensation for the harassment against him and other expenses to be incurred by him.

7. The Management raised a preliminary objection that the post of Senior Fitter was a selection post in the scale of Rs. 450—701, and had been filled up by selection through direct recruitment in which Mr. D. N. Yadav was also given an opportunity for interview but was not found suitable to the post by the Committee, and the reference was erroneous because it was not a case of departmental-promotion at all but of direct selection. On merits also, it was pleaded that the selection was fair and proper and Mr. D. N. Yadav was not selected by the Selection Committee in a proper selection.

8. The following issues were framed on 13-12-1981 :-

1. Whether the posting of Shri Munshi Ram is direct appointment and not a promotion as alleged? If so, its effect?
2. As in the order of reference?

The Management filed affidavits of Shri Jagdish Lal Deputy Personnel Officer and Shri R. C. Kakkar, Executive Engineer of the Project and both have been cross-examined by the Claimant as M.W. 1 and M.W. 2 respectively. The Claimant submitted his own affidavit Ex. W. 1 and was cross-examined by the Management.

9. I have heard the workman and the representative of the Management and have also perused the written arguments submitted by the workman on 2-4-1983.

10. It is admitted by Mr. Jagdish Lal, M.W. 1 that, when Munshi Ram and Rugga Lal were appointed as Fitters Grade 'A' D. N. Yadav was not considered. It is also admitted by him that Shri D. N. Yadav was eligible for consideration for appointment as Senior Fitter.

11. The facts and circumstances of the case have to be examined to see whether it was a real case of selection post being filled in or it was a case of D. N. Yadav being let out and discriminated against.

12. The latter appears to be the case. There was no categorisation of fitters in the project, whether they were in the plant or at the mines, and it was unfair of the Management not to have considered Shri D. N. Yadav when Munshi Ram and Rugga Lal were appointed as Fitters Grade 'A'. When Shri D. N. Yadav was put in the selection for the post of Senior Fitter, he was shown at No. 3, and the other two Munshi Ram and Rugga Lal were shown as Grade 'A' Fitters whereas he was only mentioned as a Fitter. The inferiority-position was apparently made out and fact of being senior to them and joining the project earlier was neither mentioned nor considered by the Management.

13. The selection, if it had been direct, would be for departmental persons as well as outsiders. But this selection for the post of Senior Fitter appears to be facade, and, factually, it is a promotion on the basis of seniority-cum-fitness. The fitness of Shri D. N. Yadav was not in doubt, because he was called for interview. The selection procedure appears to be only a means to get rid of him and to promote Munshi Ram by passing his turn. The fact that there was no trade-test before oral interview reinforces the argument of Mr. D. N. Yadav.

14. I am clearly of the opinion that the procedure and method adopted by the Management is one of discrimination and unfair labour practice in so far as Mr. D. N. Yadav is concerned, and he has been singled out for inferior treatment in the matter of promotion, even though he is I.T.I. trained, and Munshi Ram and Rugga Lal are not so trained.

15. The Management argued that they had longer experience than Mr. D. N. Yadav. But the case of Shri D. N. Yadav has not been fairly considered, and earlier departmental promotion had been given to Munshi Ram and Rugga Lal to show them senior and better as Fitter Grade 'A' and putting Mr. Yadav as Mine Fitter in inferior position in seniority, while, actually, he had longer span of service under the Management and joined the Management in November, 1971.

16. The claim made by the workman is correct and non-promotion of Mr. Yadav to the post of Senior Fitter in the scale of Rs. 450—701 w.e.f. 16th December, 1977 is held to be an unjustifiable act of the Management, and the Management was not justified in promoting his junior Munshi Lal to that post. Mr. D. N. Yadav shall be treated as a Senior Fitter in the scale of Rs. 450—701 w.e.f. 16th December, 1977 and shall be paid his wages on that basis and the balance amount not paid to him on that basis shall now be paid to him and his pay fixed in that scale w.e.f. 16th December, 1977. He is entitled to all the arrears as well as to designation of the post of Senior Fitter w.e.f. 16th December, 1977 and direction is issued to the Management accordingly.

17. It is left to the discretion of the Management whether to treat Munshi Ram as Senior Fitter w.e.f. 16th December, 1977 or not.

The award is made accordingly.

Further ordered that requisite number of copies of this award be sent to Central Government, Ministry of Labour for further action at their end.

6th April, 1983.

O. P. SINGLA, Presiding Officer

[No. L-13012/1/80-D.III (B)]

S. K. BISWAS, Under Secy.

खान सुरक्षा महानिदेशालय

धनबाद, 5 अप्रैल, 1983

क्रा० प्र० 2045.—मुख्य खान निरीक्षक, कोयला खान विनियम, 1957 के विनियम 2 के खण्ड (23) और विनियम 173 के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्न सारणी के स्तंभ (2) में विनिर्दिष्ट फर्म द्वारा विनिर्मित उक्त सारणी के स्तंभ (1) में विनिर्दिष्ट विस्फोटक को सभी प्रथम स्तर वाले गसीय कोयला खानों में उपयोग के लिए उपयुक्त अनुज्ञात विस्फोटक के रूप में और उक्त अनुज्ञात विस्फोटक के लिए उक्त सारणी के स्तंभ (3) में यथा विनिर्दिष्ट अनुज्ञेय अधिकतम भरण भी अधिसूचित करते हैं।

"सारणी"

(Directorate-General of Mines Safety)

Dhanbad, the 5th April, 1983

विस्फोटक का नाम फर्म का नाम अनुज्ञेय अधिकतम
प्रभार किसी एक
गुलिका सुराख में

1	2	3
पेन्टाडाईन	आई० डी० एस०	
पी० ई० 5 आई०,	केमीकल्स लि०	
	पी० बी० नं० 1,	
	सनतनगर (आई० ई०)	1000 ग्राम
	पो०—हैदराबाद	
	500018	
	ए० पी०	

[संख्या : 14(16)/77-सामान्य/4950]

एम० एस० काह्लों, मुख्य खान निरीक्षक
(परिवर्तित पदनाम, खान सुरक्षा महानिदेशक)

S.O. 2045.—In pursuance of clause (23) of Regulation 2 and clause (d) of Regulation 173 of the Coal Mines Regulation, 1957 the Chief Inspector of Mines hereby notifies the explosive specified in column (1) of the Table below manufactured by the firm specified in column (2) of the said Table to be permitted explosive suitable for use in all gassy coal mines/seams of First degree and further lays down the permissible maximum charge as specified in column (3) of the said Table for the said permitted explosive.

TABLE

Name of Explosive	Name of firm	Permissible maximum charge in any shot hole
(1)	(2)	(3)

PENTADYNE-PE-5I

The IDL Chemicals Ltd. 1000 gms.

P.B.No. 1, Sanatnagar (IL) P.O.

Hyderabad 500018 (AP)

[No. 14(16)/77/Genl/4950]

M. S. KAHLON, Chief Inspector of Mines
(Re-designated as Director-General of Mines Safety)